

**AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/  
COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF  
THE CITY OF NATIONAL CITY**



**COUNCIL CHAMBERS  
CIVIC CENTER  
1243 NATIONAL CITY BOULEVARD  
NATIONAL CITY, CALIFORNIA  
TUESDAY, MARCH 3, 2015 – 6:00 PM**

**RON MORRISON**  
*Mayor*

**JERRY CANO**  
*Vice Mayor*

**ALBERT MENDIVIL**  
*Councilmember*

**MONA RIOS**  
*Councilmember*

**ALEJANDRA SOTELO-SOLIS**  
*Councilmember*

**ORDER OF BUSINESS:** Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Sessions begin at 5:00 p.m. or such other time as noted. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

**REPORTS:** All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review at the entry to the Council Chambers. Regular Meetings of the Elected Body are webcast and archived on the City's website **[www.nationalcityca.gov](http://www.nationalcityca.gov)**.

**PUBLIC COMMENTS:** Prior to the Business portion of the agenda, the Elected Body will receive public comments regarding any matters within the jurisdiction of the City and/or the Community Development Commission. Members of the public may also address any item on the agenda at the time the item is considered by the Elected Body. Persons who wish to address the Elected Body are requested to fill out a "Request to Speak" form available at the entrance to the City Council Chambers, and turn in the completed form to the City Clerk. The Mayor or Chairperson will separately call for testimony of those persons who have turned in a "Request to Speak" form. If you wish to speak, please step to the podium at the appropriate time and state your name and address (optional) for the record. The time limit established for public testimony is three minutes per speaker unless a different time limit is announced. Speakers are encouraged to be brief. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or irrelevant.

**1243 National City Blvd.  
National City  
619-336-4240**

**Meeting agendas and  
minutes available on web**

**[WWW.NATIONALCITYCA.GOV](http://WWW.NATIONALCITYCA.GOV)**

**WRITTEN AGENDA:** With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

**CONSENT CALENDAR:** Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of

the agenda and separately considered, upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

*Spanish audio interpretation is provided during Elected Body Meetings. Audio headphones are available in the lobby at the beginning of the meeting.*

*Audio interpretación en español se proporciona durante sesiones del Consejo Municipal. Los audífonos están disponibles en el pasillo al principio de la junta.*

**COUNCIL REQUESTS THAT ALL CELL PHONES AND PAGERS BE TURNED OFF DURING CITY COUNCIL MEETINGS.**

**OPEN TO THE PUBLIC**

**A. CITY COUNCIL**

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE TO THE FLAG**

**PUBLIC ORAL COMMUNICATIONS (THREE-MINUTE TIME LIMIT)**

**PROCLAMATIONS**

**PRESENTATIONS**

1. [Presentation of Check to National City Police Department by National City Rotary Club, National City Host Lions Club, and Sweetwater Kiwanis Club for Police K-9 Vests](#)
2. [Vision Plan Presentation \(Cindy Gompper-Graves, South County Economic Development Council\)](#)

**INTERVIEWS / APPOINTMENTS**

3. [Interviews and Appointments: Planning Commission. \(City Clerk\)](#)

**CONSENT CALENDAR**

4. Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. (City Clerk)
5. [Approval of the Minutes of the Regular Meeting of the City Council of the City of National City and Community Development Commission - Housing Authority of the City of National City of February 17, 2015. \(City Clerk\)](#)
6. [Resolution of the City Council of the City of National City authorizing the Mayor to execute a second amendment to the agreement between the City of National City and Aspen Risk Management Group, for the period April 1, 2015 through October 31, 2015 to provide liability claims administration and risk management services to the City of National City at an amendment amount not to exceed \\$56,420 and a total not to exceed cost of \\$81,420. \(Human Resources\)](#)

7. [Resolution of the City Council of the City of National City authorizing the Mayor to execute an Agreement with Harris & Associates, Inc. to provide construction support services, including preparation of record drawings, for the 8th Street Smart Growth Revitalization and Highland Avenue Safety Enhancement projects for a not-to-exceed amount of \\$50,000. \(Engineering/Public Works\)](#)
8. [Resolution of the City Council of the City of National City authorizing the Mayor to sign Freeway Maintenance Agreement 11-8171 between the City of National City and the State of California by and through its Department of Transportation in the development of State Highway Route 54 for the maintenance of portions of National City Boulevard, Highland Avenue, Edgemere Drive, Sweetwater Road, and Plaza Bonita Center Way along areas shown on the plan map attached hereto, marked Exhibit "A," within the City of National City. \(Engineering/Public Works\)](#)
9. [Temporary Use Permit – National City Public Safety Fair hosted by the National City Police Department and Fire Department on April 18, 2015 from 9 a.m. to 1:30 p.m. at 3030 Plaza Bonita Road. This is a National City sponsored event per Council Policy No. 804. \(Neighborhood Services\)](#)
10. [Warrant Register #30 for the period of 01/14/15 through 01/20/15 in the amount of \\$2,164,942.10 \(Finance\)](#)
11. [Warrant Register #31 for the period of 01/21/15 through 01/27/15 in the amount of \\$2,561,308.46 \(Finance\)](#)

## **PUBLIC HEARINGS**

12. [Public Hearing - Conditional Use Permit for alcohol sales at American Multi-Cinema \(AMC\) located at Westfield Plaza Bonita. \(Applicant: American Multi-Cinema, Inc.\) \(Case File 2014-19 CUP\) \(Planning\)](#)

## **ORDINANCES FOR INTRODUCTION**

## **ORDINANCES FOR ADOPTION**

13. [An Ordinance of the City Council of the City of National City Amending Section 18.42.020 \(A\)\(2\) related to projections into required setbacks. \(Applicant Gary L. Line\) \(Case File 2014-13 A\) \(Planning\)](#)

## **NON CONSENT RESOLUTIONS**

14. [Resolution of the City Council of the City of National City approving a Conditional Use Permit for a charter school in National City Plaza at the northwest corner of Euclid and Division Avenues. \(Applicant: Diego Valley Public Charter, Inc.\) \(Case File 2014-21 CUP\) \(Planning\)](#)



**NEW BUSINESS**

15. [Notice of Decision – Planning Commission approval of a Conditional Use Permit for beer and wine sales at Denny’s Restaurant located in Sweetwater Crossings Shopping Center \(Applicant: Denfran Systems, Inc.\) \(Case File 2014-24 CUP\) \(Planning\)](#)
16. [City of National City Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2014. \(Finance\)](#)
17. [City of National City's Single Audit Report on Federal Awards for the Fiscal Year Ended June 30, 2014. \(Finance\)](#)
18. [Transfer of \\$2,000,000 investment from Neighborhood National Bank Certificate of Deposit Account Registry Service \("CDARS"\) deposit to portfolio managed by Chandler Asset Management. \(Finance\)](#)
19. [Update on Construction of the Waterfront Adventure Center \(formerly known as the Aquatic Center\) and seeking City Council direction to issue a Request For Proposals \(RFP\) for a “Maintenance and Operating Agreement” or “Sub-lease” with the most qualified operator. \(Community Services\)](#)
20. [Update on the partnership with the YMCA of San Diego County-South Bay \(YSB\) and request council direction regarding management and operation of the National City Municipal Pool and Camacho Gym Recreation Center located in Las Palmas Park. \(Community Services\)](#)
21. [Request authorization by the Mayor, on behalf of City Council, for a letter in support of the San Diego Community Garden Network's plans to partner with the City and create a network of urban agriculture in National City. \(Community Services\)](#)
22. [Request for direction regarding City Council priorities for the City of National City's Fiscal Year 2016 budget. \(Finance\)](#)

**B. COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY****PUBLIC HEARINGS- HOUSING AUTHORITY****NON CONSENT RESOLUTIONS- HOUSING AUTHORITY****NEW BUSINESS- HOUSING AUTHORITY****C. REPORTS****MAYOR AND CITY COUNCIL**

**CLOSED SESSION REPORT**

**ADJOURNMENT**

Regular City Council/Community Development/Housing Authority of the  
City of National City Meeting -

The following page(s) contain the backup material for Agenda Item: Presentation of Check to National City Police Department by National City Rotary Club, National City Host Lions Club, and Sweetwater Kiwanis Club for Police K-9 Vests

Item # \_\_\_\_\_

03/03/15

**PRESENTATION OF CHECK TO NATIONAL CITY POLICE  
DEPARTMENT BY NATIONAL CITY ROTARY CLUB,  
NATIONAL CITY HOST LIONS CLUB, AND  
SWEETWATER KIWANIS CLUB FOR POLICE K-9 VESTS**

The following page(s) contain the backup material for Agenda Item: Vision Plan  
Presentation (Cindy Gompper-Graves, South County Economic Development Council)

**Item # \_\_\_\_**

**03/03/15**

## **VISION PLAN PRESENTATION**

Cindy Gompper - Graves  
South County Economic Development Council

25<sup>TH</sup>  
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SCEDC  
South County Economic  
Development Council

# FIVE-YEAR ECONOMIC DEVELOPMENT STRATEGY

November 12, 2014

# Overview

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1. Introduction
2. Key Industry Clusters
3. Synergies
4. Strategies & Action Steps
5. Strategic Partners



## **Five Year Economic Development Work Plan**

The Work Plan represents a **unified vision** that focuses on economic development strategies created by and with

- **Businesses**
- **Residents**
- **Visitors**
- **Workers**
- **Investors**
- **Key Stakeholders**

# Tools Used

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## Quantitative

- Location Quotients
- Industry Data
- American Community Survey

## Qualitative

- Published Research
- Visioning Survey
- Interviews

# Key Industries

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Aerospace

Advanced  
Manufacturing

Healthcare

Food  
Processing  
Distribution

Maritime  
Related  
Industries

Tourism



# Aerospace

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**Nine** establishments  
employ **2,632**  
workers in South  
County

Location Quotient  
**4.00**

- **Build** on its existing strengths
- **Market** the availability of land for new and expanded operations
- **Promote** enhanced supply chains
- **Develop** technical training programs to meet industry need

# Advanced Manufacturing

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**353** establishments  
employ **1,028**  
workers in South  
County

Location Quotient  
**1.04**

- **Recruit** new advanced manufacturing firms
- **Coordinate** training strategy to equip young workforce
- **Promote** the subregion as a prime location
- **Increase** local knowledge about industry

# Healthcare

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**950** establishments  
employ **16,923**  
workers in South  
County

Location Quotient  
**1.58**

- **Strongest** sector in the region
- **Important** for workforce development activity
- **Develop** training and career pathways for South County residents



# Food Processing & Distribution

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**150** establishments  
employ **2,491**  
workers in South  
County

Location Quotient  
**1.54**

- **Attract** major headquarters facility
- **Bring** higher paying professional and managerial occupations to the subregion
- **Available** space for warehousing and food processing in the subregion

# Maritime Related Industries

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11 establishments  
employ **478**  
workers in South  
County

Location Quotient  
**4.24**

- **Available** large industrial sites
- **Proximity** to related maritime economic activity
- **Promote** the broader maritime industry
- **High Potential** for industry growth



# Tourism

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**150** establishments  
employ **5,453**  
workers in South  
County

Location Quotient  
**2.09**

- **Existing assets** as living laboratory and training grounds
- **Support** a set of ecodestinations
- **Attract** a market segment of visitors and tourists to South County
- **Forge** linkages among institutions to promote and protect the region's natural resources

# Synergies

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## **Air Traffic and Career Pathways Take Off**

### **Opportunity**

\$900 million redevelopment of brownfield in Otay Mesa

### **Action**

Design sector specific brownfield workforce development and training programs

**Urban Village Spawns  
Regional HQs:  
Land a Major Advanced  
Manufacturer**

### **Opportunity**

New Millenia office space in close proximity to talent and infrastructure assets

### **Action**

Develop a focused marketing effort to attract a regional headquarters



## **Cross Border Commerce and The Rise of the Global Executive MBA**

### **Opportunity**

San Ysidro Point of Entry improvements, Otay II-SR-II, and the Cross Border Terminal

### **Action**

Partner with a Mexico-based university to create an Executive level MBA program

## From the Mesa to the Sea: Opportunities in the Blue Economy

### **Opportunity**

New transit linkages to inland assets

### **Action**

Invest in an inland sector specific training center or incubator

# Synergies

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## EcoTourism and the Hospitality Industry

### **Opportunity**

Chula Vista Bayfront,  
Bayshore Bikeway, wildlife  
and natural assets

### **Action**

Embrace EcoTourism and  
utilize natural learning centers  
as training grounds



## Promote the Innovation Economy

### **Action Step 1**

Promote the creation of incubators and accelerators

### **Action Step 2**

Develop technical training programs at community colleges meet the specialized needs of the aerospace, maritime and aviation industries

### **Action Step 3**

Market advanced manufacturing as skilled and high paying career pathway to local high school and community college students

## Promote the Innovation Economy

### **Action Step 4**

Explore the establishment of a polytechnic academy to train young people for careers in advanced manufacturing

### **Action Step 5**

Develop degree programs at a four-year university in fields related to advanced manufacturing

### **Action Step 6**

Promote South County as a center for Blue Economy Jobs

### **Action Step 7**

Develop training, internships, and linked-learning programs in Blue Economy fields



# Strategy #2

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South County Economic  
Development Council

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## Build on Industry Cluster

### **Action Step 1**

Develop an assistance, attraction and retention program for small manufacturers

### **Action Step 2**

Create, maintain and publicize a list of available office and industrial space for large aerospace, advanced manufacturing food processing and distribution firms

### **Action Step 3**

Develop a global “Fam Trip” tour program to familiarize targeted firms with South County assets and economic opportunities

# Strategy #2 (continued)

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## Build on Industry Cluster

### **Action Step 4**

Promote local and bi-national supply chains in aerospace and advanced manufacturing

### **Action Step 5**

Articulate training and career pathways for South County residents to progress from entry level to credential to professional employment in the health care sector

### **Action Step 6**

Recruit the headquarters of a major food processing and distribution company

### **Action Step 7**

Recruit advanced manufacturing headquarters and production facilities

# Strategy #3

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## Expand International Trade and Commerce

### **Action Step 1**

Promote South County as a target for foreign direct investment and cross-border commerce

### **Action Step 2**

Explore creation of border business conference center

### **Action Step 3**

Develop a global executive MBA program at the four-year university in partnership with a major Mexican University



# Strategy #4

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## Grow Our Tourism Industry

### **Action Step 1**

Expand the Eco Tourism marketing campaign

### **Action Step 2**

Promote bi-national ecotourism

### **Action Step 3**

Design training program for higher paying jobs in the ecotourism and hospitality industry

# Strategic Partners

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**SCEDC**  
South County Economic  
Development Council

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## **Strategy 1**

### **Promote the Innovation Economy**

- Local governments
- Site location consultants
- Real estate brokers
- Property owners
- Real estate developers
- Local chambers of commerce
- Utilities
- Financial institutions
- Colleges
- Regional ports
- Advanced manufacturing firms
- Aerospace firms
- Southwestern College
- Existing business parks
- HOME Fed
- Blue Economy firms
- San Diego Workforce Partnership
- State of California

## **Strategy 2**

### **Build on Industry Cluster**

- Site location consultants
- Real estate brokers
- South County local governments
- Financial institutions
- Local chambers of commerce
- South County city planning departments
- Tijuana EDC
- San Diego Regional EDC
- Healthcare firms
- San Diego Workforce Partnership
- Community and other regional colleges



# Strategic Partners (continued)

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## **Strategy 3**

### **Expand International Trade and Commerce**

- Local governments
- San Diego Regional Investment Center
- San Diego Regional EDC
- Financial sector leaders
- Prominent finance and business leaders
- Mexican local governments
- Real estate brokers
- Chambers of commerce
- Mexican universities
- State of California

## **Strategy 4**

### **Grow Our Tourism Industry**

- Local chambers of commerce
- Existing tourism organizations
- Existing eco tourism destinations
- South County local governments
- Existing hospitality organizations
- Chula Vista Bayfront
- Public relations and marketing firms
- Existing ecotourism destinations
- Bayshore Bikeway
- San Diego Bay National Wildlife Refuge
- Living Coast Discover Center
- Tijuana River Estuary
- Pond 20
- SANDAG
- San Diego Metropolitan Transit Systems
- Mexican local governments
- Regional Colleges

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SCEDC  
South County Economic  
Development Council

# Thank you

Cindy Gompper-Graves  
President & C.E.O.  
South County Economic Development Council  
619-424-5143  
[cindy@southcountyedc.com](mailto:cindy@southcountyedc.com)

[www.southcountyedc.com](http://www.southcountyedc.com)

The following page(s) contain the backup material for Agenda Item: Interviews and Appointments: Planning Commission. (City Clerk)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** March 3, 2015

**AGENDA ITEM NO.** \_\_\_\_\_

**ITEM TITLE:**

Interviews and Appointments: Planning Commission. (City Clerk)

**PREPARED BY:** Michael R. Dalla

**DEPARTMENT:** City Clerk

**PHONE:** 619-336-4226

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

**PLANNING COMMISSION: Appointing Authority - City Council**

Two terms will expire on March 31<sup>st</sup> (**Marcus Bush and Alethea Pruitt**). Marcus Bush requests re-appointment. Alethea Pruitt does not. There are eight applications on file.

| <u>Name</u>       | <u>Attendance</u> | <u>Interviewed</u> |                                       |
|-------------------|-------------------|--------------------|---------------------------------------|
| Marcus Bush       | 29 / 30           | Yes                | Incumbent                             |
| Janice Martinelli |                   | Yes                |                                       |
| Eithan McDonald   |                   | Yes                |                                       |
| Sandy Naranjo     |                   | No                 |                                       |
| William Sendt     |                   | Yes                | Currently on Civil Service Commission |
| Ryan Whipple      |                   | No                 | Currently on Traffic Safety Committee |
| Rochelle Wisdom   |                   | Yes                |                                       |
| Ditas Yamane      |                   | No                 |                                       |

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_

**ENVIRONMENTAL REVIEW:**

|

**ORDINANCE:** INTRODUCTION: ☐ FINAL ADOPTION: ☐

**STAFF RECOMMENDATION:**

- [Conduct interviews. ]

**BOARD / COMMISSION RECOMMENDATION:**

[N/A]

**ATTACHMENTS:**

Applications



**CITY OF NATIONAL CITY  
APPLICATION FOR APPOINTMENT  
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES**

|   |   |
|---|---|
| <input type="checkbox"/> Civil Service Commission                           | <input checked="" type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Community & Police Relations Commission* (CPRC)    | <input type="checkbox"/> Public Art Committee*          |
| <input type="checkbox"/> Library Board of Trustees                          | <input type="checkbox"/> Traffic Safety Committee       |
| <input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board | <input type="checkbox"/> Port Commission                |

**Note: Applicants must be residents of the City of National City except for those marked by an \***

**Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.**

Name: Janice Martinelli

Home Address: 926 A Ave National City Tel. No.: 619 962 4128

Business Affiliation: NCHS Commerce Title: President NCHS

Business Address: Same Tel. No.: \_\_\_\_\_

Length of Residence in National City: 38 yrs San Diego County: SO California: BIRTH

Educational Background: Real Estate Brokerage, Retail Banking, Development, Marketing, Boys & Girls Club, Chamber of Commerce

Occupational Experience: 38 yrs as a consultant business, Real Estate Banking through SD and Imperial Counties

Professional or Technical Organization Memberships: NCHS C. of Com, Tourism Committee SCEDC

Police Review Board  
Civic or Community Experience, Membership, or Previous Public Service Appointments: Public Art, Chamber Boys & Girls Club fundraising, Historical Soc, Planning com

Experience or Special Knowledge Pertaining to Area of Interest: Consulting, City Planning, Development, Public Relations, Banking

Have you ever been convicted of a felony crime? No ☒ Yes: \_\_\_\_\_ misdemeanor crime? No: \_\_\_\_\_ Yes: \_\_\_\_\_  
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying.

Please feel free to provide an explanation or information regarding yes answers to the above two questions. LOVE NATIONAL CITY, Resigned from Planning Commission after 12 yrs SO I could care for my parents. They have passed away I have the title again. Approx Resignation 2009

Date: 1-28-15 Signature: Janice Martinelli

Please feel free to provide additional information or letters of endorsement.

Please return completed form to:  
**Office of the City Clerk  
1243 National City Blvd, National City, CA 91950**

Thank you for your interest in serving the City of National City.

**CITY OF NATIONAL CITY  
APPLICATION FOR APPOINTMENT  
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES**

|  |   |
|--|---|
| <input checked="" type="checkbox"/> Civil Service Commission<br><input checked="" type="checkbox"/> Community & Police Relations Commission* (CPRC)<br><input checked="" type="checkbox"/> Library Board of Trustees<br><input checked="" type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board | <input checked="" type="checkbox"/> Planning Commission<br><input checked="" type="checkbox"/> Public Art Committee*<br><input checked="" type="checkbox"/> Traffic Safety Committee<br><input checked="" type="checkbox"/> Port Commission |
|--|---|

**Note:** Applicants must be residents of the City of National City except for those marked by an \*

Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: EITHAN McDONALD

Home Address: 140 NATIONAL CITY BLVD Tel. No.: 619.621.9316

Business Affiliation: \_\_\_\_\_ Title: \_\_\_\_\_

Business Address: \_\_\_\_\_ Tel. No.: \_\_\_\_\_

Length of Residence in National City: 1.5 YRS San Diego County: 9 YRS California: 40 YRS

Educational Background: B/S DEGREE, CORPORATE MANAGEMENT, PROJECT MANAGEMENT

Occupational Experience: PROJECT MANAGEMENT, CONSTRUCTION MANAGEMENT, BUSINESS CONSULTING

Professional or Technical Organization Memberships: MULTIPLE BUSINESS MEMBERSHIPS, NATIONAL CITY CHAMBER OF COMMERCE.

Civic or Community Experience, Membership, or Previous Public Service Appointments:  
I've checked multiple areas of interest because I am interested in assisting where the need is most.

Experience or Special Knowledge Pertaining to Area of Interest:  
EXPERIENCE CONSULTING VARIOUS BUSINESSES, PERSONS, PROJECTS.

Have you ever been convicted of a felony crime? No: ☒ Yes: \_\_\_\_\_ misdemeanor crime? No: ☒ Yes: \_\_\_\_\_  
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying.

Please feel free to provide an explanation or information regarding yes answers to the above two questions. N/A

Date: January 20, 2015

Signature: Ethan McDonald

Please feel free to provide additional information or letters of endorsement.

Please return completed form to:  
Office of the City Clerk  
1243 National City Blvd, National City, CA 91950

Thank you for your interest in serving the City of National City.

\* Residency requirements may not apply  
This document is filed as a public document

Revised: March 2012

**Supplemental Application:**  
**National City Community and Police Relations Commission**

The National City Community and Police Relations Commission serves as an independent, unbiased and impartial office that is readily available to the public. It is an organization for the improvement of police and community relations and the facilitation of disputes whenever possible. It provides a forum for citizens to voice their concerns, comment about police conduct, practices and policies and improves communication between citizens and the National City Police Department

The National City Community and Police Relations Commission is empowered to receive and review complaints regarding National City Police Department Personnel for alleged misconduct, and to recommend appropriate changes of Police Department policies and procedures toward the goals of safeguarding the rights of persons and promoting higher standards of competency, efficiency and justice in the provision of community policing services.

Applicants must be completely forthright and truthful during the application process. Applicants may be disqualified in the background process as a result of dishonesty and/or purposely omitting information regarding one's criminal history. Given the complexity of this Commission and its duties, it is necessary to pass a criminal background check prior to appointment by City Council and/or swearing in as Commissioner. Upon conditional appointment the Human Resources department will contact you to schedule the criminal background process when, and if appropriate. It is important to note that you fill out this application completely and honestly to the best of your abilities. Failure to disclose your criminal history may result in disqualification. If a conviction has been expunged disclosure is not required.

Have you ever been convicted of a felony crime: No: ☒ Yes: ☐

Have you been convicted of a misdemeanor: No: ☒ Yes: ☐

If any convictions were expunged disclosure is not required.

Please feel free to provide an explanation or information regarding yes answers to the above two questions.

N/A

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There may be circumstances that could disqualify an applicant from the background process beyond the listed crimes below. Each incident is evaluated in terms of the circumstances and facts surrounding its occurrence and its degree of relevance to the position.

Disqualifying criteria for Community and Police Relations Commissioner:

\*\* See attached table

**CITY OF NATIONAL CITY  
APPLICATION FOR APPOINTMENT  
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES**

|   |   |
|---|---|
| <input type="checkbox"/> Civil Service Commission                           | <input checked="" type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Community & Police Relations Commission* (CPRC)    | <input type="checkbox"/> Public Art Committee*          |
| <input type="checkbox"/> Library Board of Trustees                          | <input type="checkbox"/> Traffic Safety Committee       |
| <input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board | <input type="checkbox"/> Port Commission                |

**Note: Applicants must be residents of the City of National City except for those marked by an \***

Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: Sandy Noranjo

Home Address: 834 Delta St National City CA 91950 Tel. No.: (760) 217 4623

Business Affiliation: United Food and Commercial Workers Union Title: Organizer

Business Address: 2001 Camino Del Rio S San Diego CA 92108 Tel. No.: 619 298 7772

Length of Residence in National City: 1 yr 4 mos San Diego County: 21 yrs California: 28 yrs

Educational Background: Three bachelor degrees from California State University San Bernardino. Specializing in Political Science, Economics, Political Economy

Occupational Experience: Union organizing for five years throughout Southern California.

Professional or Technical Organization Memberships: Coalition of Labor Union Women, Alumni of San Diego Leadership Alliance.

Civic or Community Experience, Membership, or Previous Public Service Appointments: Vice president of Cesar E Chavez comm. comm and Board member of United Tax Workers

Experience or Special Knowledge Pertaining to Area of Interest: Familiar with the impact of zones and studied policy in college.

Have you ever been convicted of a felony crime? No: ☒ Yes: ☐ misdemeanor crime? No: ☒ Yes: ☐  
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying.

Please feel free to provide an explanation or information regarding yes answers to the above two questions.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: 11/14/15 Signature: 

Please feel free to provide additional information or letters of endorsement.

Please return completed form to:  
**Office of the City Clerk  
1243 National City Blvd, National City, CA 91950**

Thank you for your interest in serving the City of National City.

\* Residency requirements may not apply  
This documents is filed as a public document



**CITY OF NATIONAL CITY  
APPLICATION FOR APPOINTMENT  
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES**

|   |   |
|---|---|
| <input type="checkbox"/> Civil Service Commission                           | <input checked="" type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Community & Police Relations Commission* (CPRC)    | <input type="checkbox"/> Public Art Committee*          |
| <input type="checkbox"/> Library Board of Trustees                          | <input type="checkbox"/> Traffic Safety Committee       |
| <input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board | <input type="checkbox"/> Port Commission                |

**Note: Applicants must be residents of the City of National City except for those marked by an \***

**Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.**

Name: William J. SENDT

Home Address: 710 Rachael Ave National City Tel. No.: (619) 609-4188

Business Affiliation: Navy Drug Screening Lab (DoD) Title: QA Specialist / Safety Officer EMERGENCY MANAGEMENT OFFICER

Business Address: 34425 Farenholt Ave, Suite 40, San Diego Tel. No.: (619) 532-8518

Length of Residence in National City: 56 San Diego County: 57 California: 58

Educational Background: Sweetwater UHS (1972); Southwestern College; SDSU;  
National University

Occupational Experience: US Army (1975-79); USAR (1980-84); NDSL San Diego

1983-present (Quality Control - Quality Assurance, Emergency Management Officer, Safety Officer)

Professional or Technical Organization Memberships: Member - Society of Forensic Toxicologists;  
Member - Dept of Defense Quality Assurance Working Group

Civic or Community Experience, Membership, or Previous Public Service Appointments:

CPRC - Founding Member, 2003-2010; CSC - 2010 to present; various community volunteer projects

Experience or Special Knowledge Pertaining to Area of Interest:

Experienced in Strategic Planning & mission development, investigations, process improvement

Have you ever been convicted of a felony crime? No: ☒ Yes: ☐ misdemeanor crime? No: ☒ Yes: ☐  
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying.

Please feel free to provide an explanation or information regarding yes answers to the above two questions.

Date: 1/26/15

Signature: 

Please feel free to provide additional information or letters of endorsement.

Please return completed form to:  
**Office of the City Clerk**  
**1243 National City Blvd, National City, CA 91950**

Thank you for your interest in serving the City of National City

\* Residency requirements may not apply  
This documents is filed as a public document

Revised: March 2012

RECEIVED  
CITY CLERK  
2015 JAN 26 PM 5:41  
CITY OF NATIONAL CITY

**CITY OF NATIONAL CITY  
APPLICATION FOR APPOINTMENT  
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES**

|   |   |
|---|---|
| <input type="checkbox"/> Civil Service Commission                           | <input checked="" type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Community & Police Relations Commission* (CPRC)    | <input type="checkbox"/> Public Art Committee*          |
| <input type="checkbox"/> Library Board of Trustees                          | <input type="checkbox"/> Traffic Safety Committee       |
| <input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board | <input type="checkbox"/> Port Commission                |

**Note: Applicants must be residents of the City of National City except for those marked by an \***

**Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.**

Name: Ryan Whipple

Home Address: 26 Valva Avenue, National City, CA 91950 Tel. No.: 619-573-7872

Business Affiliation: KOA Corporation: Planning and Engineering Title: Assistant Engineer

Business Address: 5095 Murphy Canyon Road, Suite 330 Tel. No.: 619-683-2933

Length of Residence in National City: 26 San Diego County: 26 California: 26

Educational Background: B.S. Civil Engineering from U.C. Berkeley

Occupational Experience: 2 years - Engineering Intern - City of Chula Vista, 6 months - Engineer - City of San Diego, 1.5 years - Assistant Engineer - KOA Corporation

Professional or Technical Organization Memberships: ASCE (American Society of Civil Engineers), Member

Civic or Community Experience, Membership, or Previous Public Service Appointments:

Traffic Safety Committee Member

Experience or Special Knowledge Pertaining to Area of Interest:

Have worked directly with community plans, general public, circulation elements, zoning, etc.

Have you ever been convicted of a felony crime? No: ☒ Yes: ☐ misdemeanor crime? No: ☒ Yes: ☐  
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying.

Please feel free to provide an explanation or information regarding yes answers to the above two questions.

Date: February, 2, 2015

Signature: 

Please feel free to provide additional information or letters of endorsement.

Please return completed form to:  
**Office of the City Clerk**  
**1243 National City Blvd, National City, CA 91950**

Thank you for your interest in serving the City of National City.

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## RYAN ORIO WHIPPLE

26 Valva Avenue, National City, CA 91950

Phone: (619) 573-7872 | [rwhipple@koacorp.com](mailto:rwhipple@koacorp.com)

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### EDUCATION, CERTIFICATION AND COMMUNITY EXPERIENCE

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- National City Traffic Safety Committee – Currently Serving - (Spring 2014)
  - Former Sweetwater District Substitute Teacher – Multiple Long Term Substitute Assignments at Sweetwater High School for former teachers
  - 26-year National City Resident and alumnus of Ira Harbison, Granger Jr. High, and Sweetwater High
  - B.S. in Civil Engineering, University of California, Berkeley, May 2010 - 3.03 Cumulative GPA
  - FE (EIT) Certified – State of CA, Board for Professional Engineers & Land Surveyors – Jan. 2010
- 

### PROFESSIONAL EXPERIENCE

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Mr. Whipple is an assistant engineer in both traffic and civil engineering, with 3 years of experience in municipal traffic engineering and planning. Prior to joining the KOA staff, Mr. Whipple worked as a junior engineer with the City of San Diego, serving as liaison to the general public and evaluating, designing and providing engineered solutions to a host of traffic related concerns pertaining to operations.

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### PROJECT EXPERIENCE

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**City of Vista Bicycle Master Plan Update, (2015), Assistant Engineer.** In 2013 the City of Vista began a process to update its Bicycle Master Plan. The plan would look to provide a long range vision as well as specific recommendations for achieving a well-connected and safe citywide bicycle network, offering true mobility choices to Vista residents. In 2014, as a sub-consultant to Chen-Ryan Associates, I attended community workshops and developed and designed conceptual bicycle facilities for the prioritized corridors that met the various needs of the City of Vista. The conceptual designs as part of the Bicycle Plan Update were approved by the City Council this past January.

**Reference: Seth Torma, Senior Planning Manager, Parsons Brinkerhoff, (619) 750-1936.**

**Solana Pacific Elementary School, School Safety Evaluation and Update, (2013), Assistant Engineer.** In summer of 2013, the principal of Solana Pacific School, Mrs. Elisa Fregoso, along with District Superintendent Nancy Lynch, contacted the City of San Diego to assist in engineering better traffic safety during pick-up and drop-off times at the school. After meeting with school officials and taking note of current traffic patterns during pick-up and drop-off hours, a new signing and striping plan was designed, providing more available curb for parents to pick-up and drop-off their children, as well as updating school warning signs approaching Solana Pacific from both directions. The plans were then field marked and submitted for installation.

**Reference: Biljana Dekic, Associate Engineer, City of San Diego, (619) 533-4842.**

**Traffic Calming Evaluation, Design and Implementation, Lomica Drive, San Diego, CA, (2013), Assistant Engineer.** In Summer of 2013, residents on Lomica Drive submitted a request to relieve speeding on Lomica Drive, a 40' wide, two-lane collector street in a senior community, featuring single family residential units with fronting access, lining the entirety of the roadway. Due to Lomica Drive being classified as a collector, and a primary emergency access route, a number of traffic calming measures were not suitable for design and installation. To reduce speeding, Mr. Whipple designed and field marked edge lines along the entirety of Lomica Drive, reducing lane widths for both directions of traffic while maintaining parking and satisfying the needs of the Fire Department and law enforcement.

**Reference: Gary Pence, Senior Engineer, City of San Diego, (619) 980-5943.**

**North Park Way at Ray Street Crosswalk Evaluation and Design, (2013), Assistant Engineer.** In summer of 2013, residents in the community of North Park, in the City of San Diego, contacted the engineering department requesting a crosswalk across North Park Way at Ray Street. Following San Diego City Council Policy 200-07 concerning the evaluation and installation of crosswalks, the location was evaluated for an uncontrolled crosswalk. Taking into account pedestrian volumes, illumination, visibility, roadway characteristics and vehicular volumes, the intersection qualified for the installation of an uncontrolled crosswalk. Signing and striping plans were designed and submitted for installation.

**Reference: Monica Firsht, Associate Engineer, City of San Diego, (619) 533-3094.**

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## PUBLICATIONS AND ACHIEVEMENTS

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- Delta Alliance Young Professionals Award Winner – “Thriving Deltas: An Adaptive Approach” Presented the Sherman Island Delta Project at the United Nations Rio +20 Conference for Sustainable Development in the UNEP Pavilion in Rio de Janeiro – June 2012
- Published in *The International Journal for the Constructed Environment*, Vol. 2, Issue 3, 2012, “Sustaining Deltas: An Adaptive Water Management and Agricultural Diversification System,” pp.155
- Presented the Sherman Island Delta Project at the “International Conference of the Constructed Environment” - Chicago, IL - Oct. 2011
- Published in the *California Engineer*, Vol. 88, Issue 03, Spring 2010, “Sustaining Sherman Island”

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## AFFILIATIONS

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- American Society of Civil Engineers, San Diego Section, Member

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## REFERENCES

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- Marcus Bush  
Planning Commission Chair  
City of National City  
619.632.7884  
[mbush@mooneyplanning.com](mailto:mbush@mooneyplanning.com)
- Seth Torma  
Senior Planning Manager  
Parsons Brinkerhoff  
619.750.1936  
[sethtorma@gmail.com](mailto:sethtorma@gmail.com)
- Frank Rivera  
Principal Civil Engineer  
City of Chula Vista  
619.691.5045  
[FRivera@chulavistaca.gov](mailto:FRivera@chulavistaca.gov)



**CITY OF NATIONAL CITY  
APPLICATION FOR APPOINTMENT  
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES**

|   |   |
|---|---|
| <input type="checkbox"/> Civil Service Commission                           | <input checked="" type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Community & Police Relations Commission* (CPRC)    | <input type="checkbox"/> Public Art Committee*          |
| <input type="checkbox"/> Library Board of Trustees                          | <input type="checkbox"/> Traffic Safety Committee       |
| <input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board |   |

**Note: Applicants must be residents of the City of National City except for those marked by an \***

**Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.**

Name: Rochelle Wisdom

Home Address: 707 Mariposa Circle, N.C. Tel. No.: (619) 933-6381

Business Affiliation: BSD Builders, Inc. Title: Sr. Project Manager

Business Address: 8825 Rehco Rd, Suite A, San Diego, CA 92121 Tel. No.: (858) 657-9186 x111  
1987-1991 - 4 1/2 years

Length of Residence in National City: 2005 - Present 9 1/2 years San Diego County: 28 years California: 52 years

Educational Background: M.B.A. Redlands University

B.S. Loma Linda University, La Sierra Campus

Occupational Experience: See Attached

Professional or Technical Organization Memberships: LEED Green Associate

Civic or Community Experience, Membership, or Previous Public Service Appointments:

None (See Attached for Volunteer experience)

Experience or Special Knowledge Pertaining to Area of Interest:

See Attached

Have you ever been convicted of a felony crime? No: ☒ Yes: ☐ misdemeanor crime? No: ☒ Yes: ☐  
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying.

Please feel free to provide an explanation or information regarding yes answers to the above two questions.

Date: 1/26/15

Signature: Rochelle Wisdom

Please feel free to provide additional information or letters of endorsement.

Please return completed form to:

**Office of the City Clerk  
1243 National City Blvd, National City, CA 91950**

Thank you for your interest in serving the City of National City.

\* Residency requirements may not apply  
This documents is filed as a public document

NATIONAL CITY  
VOLUNTEER APPLICATION  
ATTACHMENT

Application: Rochelle Wisdom

**Volunteer Experience:**

- Current: Board President, Paradise Valley Federal Credit Union (2003 to Present)
- Previous: Board President, Mariposa Walk HOA  
San Diego Academy, School Board Member  
San Diego Academy, Building Committee Member  
Tierrasanta Seventh-day Adventist Church Board  
Tierrasanta Seventh-day Adventist Church Building Committee  
Tierrasanta Seventh-day Adventist Church Breakfast Team  
Paradise Valley Seventh-day Adventist Church Board  
Paradise Valley Seventh-day Adventist Finance Committee  
Paradise Valley Seventh-day Adventist Church Potluck Coordinator

**Pertinent Experience:**

- Paradise Valley Hospital (May 1987-February 2007) Director, Design & Construction
  - o Managed 35 acres
  - o Met with National City Planning Department regarding zoning issue
  - o Developed 35-acre campus master plan
  - o Responsible for all design and construction for the acute care hospital, medical office buildings and all real estate holdings of Paradise Valley Hospital
- BSD Builders, Inc. [general contractor] (December 2006-Present) Sr. Project Manager
  - o Manage various OSHPD construction projects and City projects throughout San Diego County and South Riverside County.
  - o Experienced with design/build projects and working with various permitting departments.

**Education/Training/Professional Schools:**

- M.B.A Redlands University
- B.S. Loma Linda University, La Sierra Campus
- LEED Green Associate
- California Real Estate License (expired)

**CITY OF NATIONAL CITY  
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TO CITY BOARDS, COMMISSIONS, AND COMMITTEES**

|   |   |
|---|---|
| <input type="checkbox"/> Civil Service Commission                           | <input checked="" type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Community & Police Relations Commission* (CPRC)    | <input type="checkbox"/> Public Art Committee*          |
| <input type="checkbox"/> Library Board of Trustees                          | <input type="checkbox"/> Traffic Safety Committee       |
| <input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board | <input checked="" type="checkbox"/> Port Commission     |

**Note: Applicants must be residents of the City of National City except for those marked by an \***

**Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.**

Name: DITAS DELOSSANTOS YAMANE

Home Address: 1808 E. 16th Street National City, CA 91950 Tel. No.: 619-474-5300

Business Affiliation: National City Realty Services Title: CEO

Business Address: 140 W. 16th Street National City, CA 91950 Tel. No.: 619-474-5300

Length of Residence in National City: 18 years San Diego County: 28 years California: 28 years

Educational Background: SDSU San Diego, California - College of Business - Economic Development

Chapman College San Diego, California - NonProfit Management ; University of Santo Tomas Philippines

Occupational Experience: Real Estate Broker ; Notary Public ; Special Event Organizer ; Newspaper Editor ;  
Non-Profit Consultant ; International Trade ; & Community Volunteer.

Professional or Technical Organization Memberships: PSAR - Realtor ; NNA ; CAR ; NAR ; CAI

Civic or Community Experience, Membership, or Previous Public Service Appointments:

Sweetwater UHSD Prop O Citizens Bond Oversight ; SWC - Prop R Citizens Bond Oversight ;

NC Chamber of Commerce ; FilAm Chamber of Commerce ; Lions Club ; Kiwanis Club ; plus more.

Experience or Special Knowledge Pertaining to Area of Interest:

Business ownership; Start up Business ; Marketing ; Operations ; & Finance

Have you ever been convicted of a felony crime? No: X Yes:      misdemeanor crime? No: X Yes:       
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying.

Please feel free to provide an explanation or information regarding yes answers to the above two questions. N/A

Date: November 28, 2014

Signature: 

Please feel free to provide additional information or letters of endorsement.

Please return completed form to:

**Office of the City Clerk**

**1243 National City Blvd, National City, CA 91950**

Thank you for your interest in serving the City of National City.

\* Residency requirements may not apply  
This documents is filed as a public document

Revised: March 2012

The following page(s) contain the backup material for Agenda Item: Approval of the Minutes of the Regular Meeting of the City Council of the City of National City and Community Development Commission - Housing Authority of the City of National City of February 17, 2015. (City Clerk)



Item # \_\_\_\_\_

03/03/15

**APPROVAL OF THE MINUTES OF THE REGULAR  
MEETING OF THE CITY COUNCIL OF THE CITY OF  
NATIONAL CITY AND COMMUNITY DEVELOPMENT  
COMMISSION – HOUSING AUTHORITY OF THE CITY  
OF NATIONAL CITY OF FEBRUARY 17, 2015.**

(City Clerk)

DRAFT      DRAFT      DRAFT

**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION –  
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY**

**February 17, 2015**

The Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 6:10 p.m. by Mayor / Chairman Ron Morrison.

**ROLL CALL**

Council / Board members present: Cano, Mendivil, Morrison, Rios, Sotelo-Solis.  
Administrative Officials present: Dalla, Deese, Duong, Manganiello, Parra, Raulston, Roberts, Rodriguez, Silva, Stevenson, Vergara, Williams.  
Others present: City Treasurer Mitch Beauchamp and Student Representative Isaac Maldonado.

**PLEDGE OF ALLEGIANCE TO THE FLAG BY MAYOR RON MORRISON**

**PUBLIC ORAL COMMUNICATIONS**

Brian Clapper, Lion's Club Representative, reminded everyone about the joint fund raising event sponsored by the Lions, Rotary and Kiwanis Clubs to raise funds to provide protective vests for Police Department canines which is scheduled for Sunday, February 22<sup>nd</sup> at the American Legion Hall.

Janice Martinelli, Historical Society Representative, informed the Council two busses with visitors will be coming to tour the City's historical sites on Saturday, February 21<sup>st</sup> at 9:00 am and requested the presence of Council Members to welcome the visitors when they arrive.

**CITY COUNCIL**

**INTERVIEWS AND APPOINTMENTS**

**BOARDS & COMMISSIONS ADMIN (101-1-1)**

1. Interviews and Appointments: Various Boards and Commissions. (City Clerk)

**ACTION:** In accordance with City Council Policy #107, ballots containing the names of all applicants for appointment to an unexpired term on the Civil Service Commission were distributed to City Council Members. The City Clerk tabulated the ballots and announced the following:

## INTERVIEWS AND APPOINTMENTS (cont.)

## INTERVIEWS AND APPOINTMENTS

### BOARDS & COMMISSIONS ADMIN (101-1-1)

1. Interviews and Appointments: Various Boards and Commissions (continued). (City Clerk)

**ACTION:** David Garcia received four votes (Cano, Mendivil, Rios, Sotelo-Solis); Sandy Barajas received one vote (Morrison). David Garcia was declared duly appointed to the Civil Service Commission.

Motion by Morrison, seconded by Sotelo-Solis, to re-appoint Nancy Estolano and Ken Seaton-Msemaji to the Community & Police Relations Commission. Carried by unanimous vote.

Motion by Morrison, seconded by Sotelo-Solis, to appoint Florfina Arce and Diana Plazola to the Community & Police Relations Commission. Carried by unanimous vote.

Motion by Morrison, seconded by Cano, to appoint Nadya Rivera-Moreno to the Library Board of Trustees. Carried by unanimous vote.

Motion by Morrison, seconded by Cano, to re-appoint Roy Cesena and Yvonne Cordoba, and to appoint Emmanuel Gutierrez to the Park, Recreation & Senior Citizens' Advisory Committee. Carried by unanimous vote.

Motion by Morrison, seconded by Cano, to re-appoint Elizabeth Torres and appoint Micaela Polanco to the Public Art Committee. Carried by the following vote, to-wit: Ayes: Cano, Mendivil, Morrison, Rios. Nays: Sotelo-Solis. Abstain: None. Absent: None.

Motion by Morrison, seconded by Cano, to appoint Sandy Barajas to the Traffic Safety Committee. Member Sotelo-Solis said she would not be participating in the vote due to the fact that Ms. Barajas "is a member of the board". Sotelo-Solis left the Chamber during the vote. Motion carried by the following vote, to-wit: Ayes: Cano, Morrison, Rios. Nays: Mendivil. Abstain: Sotelo-Solis. Absent: None.

## CONSENT CALENDAR

**ADOPTION OF CONSENT CALENDAR.** Item No. 2 (NCMC), Item No. 3 (Minutes), Item Nos. 5 through 9 (Resolution Nos. 2015-1 through 2015-5), Item No. 10 (Disclosure of Property Interest), Item Nos. 11 through 15 (Warrant Registers). Motion by Cano, seconded by Mendivil, to approve the Consent Calendar. Carried by unanimous vote.

**CONSENT CALENDAR (cont.)**

**MUNICIPAL CODE 2015 (506-2-30)**

2. MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY. (City Clerk)

**ACTION:** Approved. See above.

**APPROVAL OF MINUTES**

3. APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AND COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY OF FEBRUARY 3, 2015. (City Clerk)

**ACTION:** Approved. See above.

**GRANT / PUBLIC SAFETY (206-4-27)**

4. Resolution No. 2015-14. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY RATIFYING AND AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF \$100,000 FROM FY 2014 SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUND (SLESF)/CITIZENS' OPTION FOR PUBLIC SAFETY (COPS) PROGRAM; AUTHORIZING THE EXPENDITURE OF THE GRANT FUNDS TO PURCHASE A FULLY-EQUIPPED ANIMAL RESOURCE OFFICER VEHICLE, FIREARMS, RIFLE SUPPRESSORS, DIGITAL CAMERAS, AND RADAR EQUIPMENT; AND RATIFYING THE ESTABLISHMENT OF AN APPROPRIATION FOR \$100,000 AND CORRESPONDING REVENUE WITH THE SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUND (SLESF)/CITIZENS' OPTION FOR PUBLIC SAFETY (COPS) PROGRAM. (Police)

**ACTION:** Adopted. See above.

**CONSENT CALENDAR (cont.)**

**CONTRACT (C2015-5)**

5. Resolution No. 2015-15. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE CITY MANAGER TO EXECUTE THE CALIFORNIA IDENTIFICATION SYSTEM AND CAL-PHOTO (CAL-ID/RAN) USER AGREEMENT BETWEEN THE COUNTY OF SAN DIEGO AND THE CITY OF NATIONAL CITY, WHICH WILL TAKE EFFECT JULY 1, 2014 AND SHALL TERMINATE ON JUNE 20, 2019, AT AN ANNUAL COST PROPORTIONATE TO THE CITY'S SHARE OF POPULATION AND CRIME RATES ANNUALLY, NOT TO EXCEED \$16,755 IN THE FIRST YEAR OF THE AGREEMENT. THE COUNTY BOARD OF SUPERVISORS APPROVED THE AGREEMENT ON JUNE 14, 2014, AND THE REQUEST WAS RECEIVED IN SEPTEMBER OF 2014 TO HAVE THE AGREEMENT APPROVED BY THE CITY COUNCIL OF NATIONAL CITY. CAL-ID/RAN IS AN AUTOMATED SYSTEM MAINTAINED BY THE DEPARTMENT OF JUSTICE WHICH RETAINS AND IDENTIFIES FINGERPRINTS AND PHOTOS. (Police)

**ACTION:** Adopted. See above.

**CONTRACT (C2002-25)**

6. Resolution No. 2015-16. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A SECOND AMENDMENT TO THE LEASE AGREEMENT WITH SPRINT PCS ASSETS, LLC FOR A PORTION OF SWEETWATER HEIGHTS PARK IN ORDER TO ACCOMMODATE CHANGES IN EQUIPMENT LOCATED ON THE LEASED PREMISES. (Housing, Grants, & Asset Management)

**ACTION:** Adopted. See above.

**GRANT / HOUSING, GRANTS & ASSET MANAGEMENT (206-4-28)**

7. Resolution No. 2015-17. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE STATE OF CALIFORNIA HOUSING-RELATED PARKS GRANT PROGRAM FOR PARADISE CREEK EDUCATIONAL PARK. (Housing, Grants, & Asset Management)

**ACTION:** Adopted. See above.

**WARRANT REGISTER JULY 2014 – JUNE 2015 (202-1-29)**

8. Warrant Register #28 for the period of 12/31/14 through 01/06/15 in the amount of \$2,298,069.31. (Finance)

**ACTION:** Ratified. See above.



## CONSENT CALENDAR (cont.)

### WARRANT REGISTER JULY 2014 – JUNE 2015 (202-1-29)

9. Warrant Register #29 for the period of 01/07/15 through 01/13/15 in the amount of \$306,848.99. (Finance)  
**ACTION:** Ratified. See above.

## PUBLIC HEARINGS

### CONDITIONAL USE PERMITS 2015 (403-30-1)

10. Public Hearing – Conditional Use Permit for a charter school in National City Plaza at the northwest corner of Euclid and Division Avenues. (Applicant: Diego Valley Public Charter, Inc.) (Case File 2014-21 CUP) (Planning)

**RECOMMENDATION:** Staff concurs with the decision of the Planning Commission.

**TESTIMONY:** None.

**ACTION:** Motion by Sotelo-Solis, seconded by Cano, to close the Public Hearing. Carried by unanimous vote.

Motion by Sotelo-Solis, seconded by Rios, to approve the Conditional Use Permit based on the findings and subject to all conditions of approval. Carried by unanimous vote.

### MUNICIPAL CODE 2015 (506-2-30)

11. Public Hearing to Consider an Ordinance Amending Section 18.42.020 (A) (2) related to projections into required setbacks. (Applicant: Gary L. Line) (Case File 2014-13 A) (Planning)

**RECOMMENDATION:** Staff concurs with the Planning Commission's recommendation to adopt the amendment to Section 18.42.020 (A) (2) related to projections into required setbacks.

**TESTIMONY:** None.

**ACTION:** Motion by Rios, seconded by Cano, to close the Public Hearing. Carried by unanimous vote.

### PARKING DISTRICT ADMIN (801-1-1)

12. Public Hearing of the City Council of the City of National City to consider establishment of Residential Permit Parking District "K" along the east side of National City Boulevard between E. 14th Street and E. 16th Street and the north side of E. 16th Street between National City Boulevard and "B" Avenue. (TSC 2014-14) (Engineering/Public Works)

**RECOMMENDATION:** Hold Hearing to consider establishment of Residential Parking District "K."

**TESTIMONY:** Richard Hanie, Shaun Schmidt and Randy Williams, representing Park Lofts and Paradise Creek Holding, spoke in support and responded to questions.

Ethel Larkins, National City, spoke against the Parking District.

## **PUBLIC HEARINGS (cont.)**

### **PARKING DISTRICT ADMIN (801-1-1)**

12. Public Hearing of the City Council of the City of National City to consider establishment of Residential Permit Parking District "K" (continued). (Engineering/Public Works)

**TESTIMONY:** Carolyn Nichols, National City, spoke in opposition.

**ACTION:** Motion by Sotelo-Solis, seconded by Cano, to close the Public Hearing. Carried by unanimous vote.

Motion by Sotelo-Solis, seconded by Cano, to approve the establishing of Residential Permit Parking District "K" as recommended in the staff report and to return with a Resolution. Carried by unanimous vote.

## **ORDINANCES FOR INTRODUCTION**

### **MUNICIPAL CODE 2015 (506-2-30)**

13. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING SECTION 18.42.020 (A) (2) RELATED TO PROJECTIONS INTO REQUIRED SETBACKS. (Applicant: Gary L. Line) (Case File 2014-13 A) (Planning)

## **NON CONSENT RESOLUTIONS**

### **CONTRACT (C2014-35)**

14. Resolution No. 2015-18. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE MONTH-TO-MONTH RENTAL AGREEMENT WITH JIM BEAUCHAMP -DBA- BEAUCHAMP FAMILY COMMERCIAL REINSTATING AND EXTENDING THE RENTAL AGREEMENT THROUGH MAY 31, 2015 FOR USE OF 1640 HOOVER AVENUE. (Housing, Grants, & Asset Management)

**RECOMMENDATION:** Adopt the Resolution.

**TESTIMONY:** None.

**ACTION:** Motion by Cano, seconded by Morrison, to adopt the Resolution. Carried by unanimous vote.

### **BUDGET FY 2014-2015 (206-1-30)**

15. Resolution No. 2015-19. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING VARIOUS FISCAL YEAR 2015 MID-YEAR BUDGET ADJUSTMENTS. (Finance)

**RECOMMENDATION:** Accept the staff report as presented. Adopt the Resolution.

**TESTIMONY:** None.

**ACTION:** Motion by Sotelo-Solis, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

## NEW BUSINESS

### FINANCIAL MANAGEMENT 2014-2015 (204-1-30)

16. Investment Report for the quarter ended December 31, 2014. (Finance)  
**RECOMMENDATION:** Accept and file the Investment Report for the Quarter ended December 31, 2014.

**TESTIMONY:** None.

**ACTION:** Motion by Sotelo-Solis, seconded by Cano, to approve staff recommendation. Carried by unanimous vote.

### FINANCIAL MANAGEMENT 2014-2015 (204-1-30)

17. Investment transactions for the month ended December 31, 2014. (Finance)

**RECOMMENDATION:** Accept and file the Investment Transaction Ledger for the month ended December 31, 2014.

**TESTIMONY:** None.

**ACTION:** Motion by Sotelo-Solis, seconded by Cano, to approve staff recommendation. Carried by unanimous vote.

### TEMPORARY USE PERMITS 2015 (203-1-31)

18. Temporary Use Permit – 4<sup>th</sup> Annual Mabuhay Festival & 117<sup>th</sup> Philippine Independence Celebration at Kimball Park on June 13, 2015 from 10 a.m. to 4 p.m. (Neighborhood Services)

**RECOMMENDATION:** Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees.

**TESTIMONY:** None.

**ACTION:** Motion by Cano, seconded by Mendivil, to approve staff recommendation. Carried by unanimous vote.

### COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY

## NO AGENDA ITEMS

## STAFF REPORTS

### NEIGHBORHOOD SERVICES DEPT ADMIN (1104-1-15)

19. Update on Graffiti Tracker system pilot program with SANDAG-ARJIS, (San Diego Association of Governments-Automated Regional Information Systems). (Neighborhood Services)

- 19a. Ron Williams reported on Tracking and Permitting software and improved streaming of the City Council meetings.

**STAFF REPORTS (cont.)**

- 19b. City Manager Leslie Deese thanked the Finance Department for their mid-year budget efforts and congratulated Armando Vergara on his promotion to the Executive Staff.

**MAYOR AND CITY COUNCIL**

Member Sotelo-Solis thanked those who attended former Mayor Waters' funeral services; commended staff for their work on the mid-year budget and congratulated Armando Vergara on his promotion.

Member Mendivil reported that he took a tour of Olivewood Gardens and was very proud to see such a nice facility being used by others in the County. He believes it is a real asset to the City.

Member Rios requested staff bring back for discussion providing name tags for Board and Commission members.

Vice Mayor Cano asked if staff could be directed when they come into the City to take time to call in and report problems and violations.

Mayor Morrison reported that water will be a major issues going forward; supplies are going down and rates will be going up and there is no end in sight. Mr. Morrison also addressed the problems with funding for transportation at the State and Federal level and various options being explored.

City Clerk Dalla encouraged the Mayor and Council to properly acknowledge 24 years of volunteer service by a Board member.

City Treasurer Beauchamp said that the quality work done by the Finance staff on the mid-year budget and financial reports is possible due to improved staffing levels.

**CLOSED SESSION REPORT**

City Attorney Claudia Silva stated there was nothing to report from the Closed Session. (See attached Exhibit 'L')

## ADJOURNMENT

The meeting was adjourned in memory of Mr. Gene Bowman, former Fire Captain and Pat Large, former Planning Commissioner.

Motion by Sotelo-Solis, seconded by Cano, to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City to be held Tuesday, March 3, 2015 at 6:00 p.m. at the Council Chambers, National City, California. Carried by unanimous vote.

The meeting closed at 9:44 p.m.

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City Clerk

The foregoing minutes were approved at the Regular Meeting of March 3, 2015.

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Mayor

### Upcoming City Council Workshops:

- Strategic Planning Workshop, March 24, 2015 @ 5:00 pm – City Council Chambers
- Workshop - Homelessness, April 21, 2015 @ 4:30 pm – City Council Chambers
- FY 16 Budget Workshop, April 28, 2015 @ 5:00 pm – City Council Chambers
- FY 16 Budget Workshop, May 26, 2015 @ 5:00 pm – City Council Chambers

## EXHIBIT 'L'



### AGENDA OF A SPECIAL MEETING CITY COUNCIL OF THE CITY OF NATIONAL CITY

Main Conference Room  
Civic Center  
1243 National City Boulevard  
National City, California

Special Meeting – Tuesday, February 17, 2015 – 4:30 p.m.

#### ROLL CALL

#### CLOSED SESSION

#### CITY COUNCIL

1. Conference with Legal Counsel – Pending Litigation  
Government Code Section 54956.9(a)  
*Randy Myrseth and Herman Baca v. Mike Dalla and Michael Vu*  
San Diego Superior Court Case No. 37-2014-00028380-CU-MC-CTL
2. Conference with Labor Negotiators – Government Code Section 54957.6  
Agency Designated Representatives: Stacey Stevenson, Claudia Silva, Mark Roberts, and Tim Davis  
Employee Organization: Police Officers' Association
3. Conference with Labor Negotiators – Government Code Section 54957.6  
Agency Designated Representatives: Stacey Stevenson, Claudia Silva, Mark Roberts, and Tim Davis  
Employee Organization: Fire Fighters' Association
4. Conference with Labor Negotiators – Government Code Section 54957.6  
Agency Designated Representatives: Stacey Stevenson, Claudia Silva, Tim Davis, and Mark Roberts  
Employee Organization: Municipal Employees' Association
5. Conference with Labor Negotiators – Government Code Section 54957.6  
Agency Designated Representatives: Stacey Stevenson  
Employee Organization: Confidential Group

#### ADJOURNMENT

Next Regular City Council and Successor Agency Meetings: Tuesday, February 17, 2015, 6:00 p.m., Council Chambers, Civic Center



The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to execute a second amendment to the agreement between the City of National City and Aspen Risk Management Group, for the period April 1, 2015 through October 31, 2015 to pr

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** March 3, 2015

**AGENDA ITEM NO.** 1

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the Mayor to execute a second amendment to the agreement between the City of National City and Aspen Risk Management Group, for the period April 1, 2015 through October 31, 2015 to provide liability claims administration and risk management services to the City of National City at an amendment amount not to exceed \$56,420 and a total not to exceed cost of \$81,420.

**PREPARED BY:** Stacey Stevenson

**DEPARTMENT:** Human Resources

**PHONE:** 336-4308

**APPROVED BY:** 

**EXPLANATION:**

On September 6, 2014, under the City Manager's authority, the Human Resources Department entered into a three (3) month agreement with Aspen Risk Management Group (Aspen) for the administration of the City's liability claims program at a cost not to exceed \$25,000. A first amendment executed on December 5, 2014 extended the term of the agreement through March 31, 2015 for the same services with no increased cost. The purpose of the short term agreement was to allow the City an opportunity to determine whether or not to continue contracting this service or to bring it back in-house as a staff position. The program has been contracted since January, 2010. The previous Contractor was Claims Management Associates, Inc.

As City departments work with the City Manager and the City Council to determine fiscal priorities in areas such as service delivery models, labor management and infrastructure needs, more time is needed before a recommendation can be made as to future service delivery for risk management services. Therefore, staff seeks to enter into a second amendment, extending the agreement through October 31, 2015 at an amendment not to exceed cost of \$56,420 and a total not to exceed cost of \$81,420.

**FINANCIAL STATEMENT:**

**APPROVED:** 

**Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_

**MIS**

Funds are available in Liability Claim Fund, account 627-417-081-213

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, is not subject to environmental review.

**ORDINANCE:** ☐ **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Authorize the Mayor to enter into a Second Amendment with Aspen Risk Management Group for a total not to exceed cost of \$81,420.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Contract between the City of National City and Aspen Risk Management Group  
Proposed Second Amendment  
Resolution

**AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
ASPEN RISK MANAGEMENT GROUP**

THIS AGREEMENT is entered into this 6th day of September, 2014, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and ASPEN RISK MANAGEMENT GROUP, a Risk Management consulting firm (the "CONSULTANT").

**RECITALS**

WHEREAS, the CITY desires to employ a CONSULTANT to provide Risk Management services.

WHEREAS, the CITY has determined that the CONSULTANT is a Risk Management firm and is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT, and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONSULTANT represents that all services shall be performed directly by the CONSULTANT or under direct supervision of the CONSULTANT.

2. **SCOPE OF SERVICES.** The CONSULTANT will perform services as set forth in the attached Exhibit "A".

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY. The CONSULTANT shall appear at meetings specified in Exhibit "A" to keep staff and City Council advised of the progress on the Project.

The CITY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services, not to exceed a factor of 10% from the base amount.

3. **PROJECT COORDINATION AND SUPERVISION.** Stacey Stevenson hereby is designated as the Project Coordinator for the CITY and will monitor the progress and

execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Cathi Marx thereby is designated as the Project Director for the CONSULTANT.

4. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on a weekly amount of \$1,456 (One-thousand four-hundred fifty six dollars) covering work performed and fee schedule as outlined in Exhibit "A". The total compensation shall not exceed \$25,000 without prior written approval by the City Council of the City of National City. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY.

The CONSULTANT shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

5. **ACCEPTABILITY OF WORK.** The City shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONSULTANT and the City cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT in this Agreement, the City or the CONSULTANT shall give to the other written notice. Within ten (10) business days, the CONSULTANT and the City shall each prepare a report which supports their position and file the same with the other party. The City shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT.

6. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on September 7, 2014. The duration of this Agreement is for the period of September 7, 2014 through December 6, 2014. The CITY may extend this Agreement on the same terms and conditions by way of an amendment extending the length of the agreement and increasing the not to exceed amount in Paragraph 4, upon approval of the City Council.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONSULTANT for this Project, whether paper or electronic, shall become the property of the CITY for use with respect to this Project, and shall be turned over to the CITY upon completion of the Project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY, and CONSULTANT thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY'S prior authorization regarding

reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONSULTANT agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONSULTANT'S written work product for the CITY'S purposes, and the CONSULTANT expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of this project, unless otherwise mutually agreed.

8. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONSULTANT nor the CONSULTANT'S employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONSULTANT and the CONSULTANT'S employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONSULTANT and its employees. Neither this Agreement nor any interest herein may be assigned by the CONSULTANT without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONSULTANT from employing or hiring as many employees, or SUBCONSULTANTS, as the CONSULTANT may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONSULTANT with its SUBCONSULTANT(S) shall require the SUBCONSULTANT(S) to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the CITY nor its officers, agents, or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT'S employees, except as herein set forth, and the CONSULTANT or the CONSULTANT'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY, it being understood that the CONSULTANT its agents, servants, and employees are as to the CITY wholly independent CONSULTANT, and that the CONSULTANT'S obligations to the CITY are solely such as are prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONSULTANT and each

of its SUBCONSULTANT(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

12. **STANDARD OF CARE.**

A. The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONSULTANT warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONSULTANT'S professional performance or the furnishing of materials or services relating thereto.

C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CITY otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-paragraph will render the CONSULTANT liable to the CITY for any increased costs that result from the CITY'S later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

13. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.



14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 13, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONSULTANT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 14.

15. **INDEMNIFICATION AND HOLD HARMLESS.** The CONSULTANT agrees to defend, indemnify and hold harmless the City of National City, its officers and employees, against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suites, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONSULTANT'S performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, or employees. The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. **WORKERS' COMPENSATION.** The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Government Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, and employees from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.

17. **INSURANCE.** The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONSULTANT(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following checked insurance policies:

A. ☒ If checked, **Professional Liability Insurance** (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles ("any auto"). The policy shall name the CITY and its officers, agents and employees as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate, covering all bodily injury and property damage arising out of its operations under this Agreement. The policy shall name the CITY and its officers, agents and employees as additional insureds, and a separate additional insured endorsement shall be provided.

D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONSULTANT'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the City. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONSULTANT has no employees subject to the California Workers' Compensation and Labor laws, CONSULTANT shall execute a Declaration to that effect. Said Declaration shall be provided to CONSULTANT by CITY.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY of cancellation or material change.

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONSULTANT shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

G. Insurance shall be written with only California admitted companies that hold a current policy holder's alphabetic and financial size category rating of not less than A VIII according to the current Best's Key Rating Guide, or a company equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

H. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the CONSULTANT does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

I. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY.

18. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

19. **MEDIATION/ARBITRATION.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in San Diego, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") before resorting to arbitration. The costs of mediation shall be borne equally by the parties. Any controversy or claim arising out of, or relating to, this Agreement, or breach thereof, which is not resolved by mediation shall be settled by arbitration in San Diego, California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in any court having jurisdiction over the subject matter of the controversy. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the costs of its own experts, evidence and attorneys' fees, except that the arbitrator may assess such expenses or any part thereof against a specified party as part of the arbitration award.

20. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONSULTANT. During said 60-day period the CONSULTANT shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONSULTANT as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for

any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONSULTANT'S breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 6.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONSULTANT.

21. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY:       Stacey Stevenson  
Director of Administrative Services  
City of National City  
140 E. 12<sup>th</sup> Street, Suite A  
National City, CA 91950-4301

To CONSULTANT:  
Cathi Marx  
President  
Aspen Risk Management Group  
2727 Camino del Rio South, Suite #1  
San Diego, CA 92108

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

22. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT**  
**OBLIGATIONS.** During the term of this Agreement, the CONSULTANT shall not perform



services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

☐ If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONSULTANT shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONSULTANT shall obtain from the City Clerk.

The CONSULTANT shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Paragraph 22 by the CONSULTANT.

23. **PREVAILING WAGES.** State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. Consultant is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

24. **MISCELLANEOUS PROVISIONS.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. *Audit.* If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

J. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

K. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.


L. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

**CITY OF NATIONAL CITY**

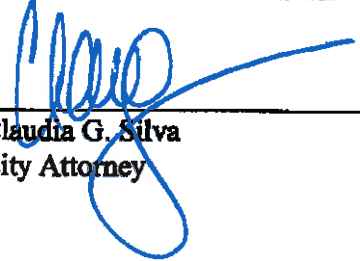
By:   
Leslie Decse, City Manager



**ASPEN RISK MANAGEMENT GROUP**

By:   
Cathi L. Marx  
Cathi L. Marx  
(Print or type)  
President  
President



APPROVED AS TO FORM:

  
\_\_\_\_\_  
Claudia G. Silva  
City Attorney

By:   
\_\_\_\_\_  
(Name)  
  
\_\_\_\_\_  
(Print)  
CEO  
\_\_\_\_\_  
(Title)

## Aspen Risk Management Group

*Dedicated to saving lives, preventing injuries & illnesses,  
and protecting our clients from harm*

August 11, 2014

Stacey Stevenson  
Director of Administrative Services  
1234 National City Blvd  
National City, Ca 91950

### **EXHIBIT "A"**

via email: [sstevenson@nationalcityca.gov](mailto:sstevenson@nationalcityca.gov)

Dear Stacey;

Thank you for this opportunity to provide a proposal for Risk Management services for National City. We are honored that you have turned to us to assist you.

As per our discussion, you are looking for 1 day a week, either in two half days or 1 full day for assistance in managing liability claims, subrogation assistance and managing the general liability insurance program.

I have listed some of the most common activities below. We will need an independent adjuster with Curtis supervising the activities, and may need coordination with attorney(s), depending on the ability to recover monies owed.

|                          |   |
|--------------------------|---|
| <b>Services:</b>         | <b><u>Liability / Risk Management Services: Includes but may not be limited to:</u></b> <ul style="list-style-type: none"><li>- Handling all incoming liability claims. (This includes taking the statements of the claimants, field inspections, narrative reports / releases and call-outs for sewer spills)</li><li>- Entering the new claims into the Microniche loss run system and keeping each claim updated as to amounts expended.</li><li>- Doing loss run reports</li><li>- Going through each days mail</li><li>- Subrogation which is collection of monies owed by negligent third parties that damage city property</li><li>- Processing Insurance certificates and collecting funds for special event coverage (mostly done at beginning of year)</li><li>- Review of Incoming Insurance certificates and endorsements presented by the departments</li><li>- Doing check requests for claims settlements, insurance premiums and legal bills</li><li>- Doing the yearly SANDPIPA application for liability, property insurance and W/C insurance renewals (this can take at least several days)</li><li>- Doing yearly report to State for W/C reporting (with some assistance of Tristar)</li><li>- Process City damage claims to City Insurance company</li><li>- Attend City Council meetings on requests for authority</li><li>- Doing special reports / studies as requested</li><li>- Work on safety issues</li><li>- Answer emails</li><li>- Work with Alliant on special requests / Insurance certs</li></ul> |
| <b>Date of Services:</b> | TBD   |
| <b>Investment:</b>       | \$1,456 for up to 8 hours of onsite Risk Management / Liability Claims services per week  |
| <b>Lead Consultants:</b> | Curtis Stephan ARM, CPCU; Managing Consultant Cathi Marx; ALCM, COSS, CHS-V   |
| <b>Additional Info:</b>  | See Addendum A  |

## Aspen Risk Management Group

Your signature below serves as formal acknowledgement to the terms & conditions specified above & constitutes a legal & binding contract. Please sign, date & scan and email (or fax) this form back to Aspen Risk Management Group, [cmarx@aspenrmg.com](mailto:cmarx@aspenrmg.com) to initiate services. The proposal pricing is guaranteed for 90 days.

\_\_\_\_\_  
Signature/National City

\_\_\_\_\_  
Date

Respectfully,

Cathi Marx, Aspen Risk Management Group

### Addendum A

#### Fees and Billing

If for any reason National City (Client) finds itself unable to pay a statement within 30 days after receipt, we do reserve the right to impose interest charges at 1.5% per month in connection with any balance that remains unpaid more than 30 days after the statement date.

#### Confidentiality

In connection with the Services described above, we may have access to certain information regarding this agreement and certain affiliated individuals and entities. In addition, we may prepare materials or communicate certain information or data to Client in connection with its services. This information may be conveyed orally or be contained in written records, emails, presentations, reports, or other communications, in draft or final form (collectively, "Confidential Material").

We agree that the Confidential Material will be used solely for the purposes of the Engagement, and will be kept strictly confidential by Aspen Risk Management Group and its directors, officers, employees, or other agents or controlling persons (collectively "Aspen Representatives").

#### Conditions

Although highly unlikely, should Aspen Risk Management Group, or any of its associates or subcontractors be required to respond to a subpoena, deposition preparation, attend a deposition, arbitration, court case or similar matter which is related to this agreement, Client will compensate Aspen Risk Management Group at our current deposition hourly rate (\$305.00/hr), and additional expenses and costs for such work which will be reasonable and similar to other consultants in our industry.

This letter sets forth the entire agreement between Client and Aspen Risk Management Group relating to the subject matter set forth in this agreement, and supersedes any prior agreements, written or oral. This is a fully integrated document. This agreement may not be modified except by a writing subscribed to by Client and Aspen Risk Management Group.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/29/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Arthur J. Gallagher & Co. Insurance Brokers of CA.  
18201 Von Karman Ave Suite 200  
Irvine CA 92612

CONTACT NAME: Raymond Yang

PHONE (A/C No. Ext.): 949-349-9800

FAX (A/C No.): 949-349-9800

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Hartford Financial Services Group

INSURER B: Market American Insurance Company

28832

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED  
ASPERIS-01  
Aspen Risk Management Group Ergohealthy, LLC.  
2727 Camino Del Rio South, #1  
San Diego CA 92108

## COVERAGES

CERTIFICATE NUMBER: 1474426623

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSUR LTR | TYPE OF INSURANCE  | ADDITIONAL INSURER | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|-----------|--|--------------------|---------------|-------------------------|-------------------------|--|
| A         | GENERAL LIABILITY  | Y                  | 72SBAAF8300   | 1/1/2014                | 1/1/2015                | EACH OCCURRENCE \$2,000,000<br>DAMAGE TO RENTED PREMISES (Per occurrence) \$300,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$2,000,000<br>GENERAL AGGREGATE \$4,000,000<br>PRODUCTS - COMPROP AGG \$4,000,000 |
|           | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC   |                    |               |                         |                         |  |
| A         | AUTOMOBILE LIABILITY   |                    | 72SBAAF8300   | 1/1/2014                | 1/1/2015                | COMBINED SINGLE LIMIT (Per accident) \$2,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
|           | <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS |                    |               |                         |                         |  |
|           | UMBRELLA LIAB  |                    |               |                         |                         | EACH OCCURRENCE \$   |
|           | EXCESS LIAB  |                    |               |                         |                         | AGGREGATE \$   |
|           | DED RETENTION \$   |                    |               |                         |                         | \$   |
| B         | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  | Y/N                | MWC000913403  | 3/1/2014                | 3/1/2015                | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000                        |
|           | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NR) If yes, describe under DESCRIPTION OF OPERATIONS below   | N/A                |               |                         |                         |  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is an Additional Insured as respects general liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

RE: Work performed by the named insured as required per written contract with respects to The City of National City.

Certificate Holder(s) Continued: The City of National City and its officers, agents and employees.

## CERTIFICATE HOLDER

## CANCELLATION

The City of National City  
1243 National City Blvd  
National City CA 91950 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**SECOND AMENDMENT TO THE AGREEMENT  
BY AND BETWEEN THE CITY OF NATIONAL CITY AND  
ASPEN RISK MANAGEMENT GROUP**

This Second Amendment to the Agreement by and between the City of National City and Aspen Risk Management Group is entered into this 3<sup>rd</sup> day of March, 2015, by and between the City of National City and Aspen Risk Management Group [Amendment].

**RECITALS**

WHEREAS, the City of National City [City] and Aspen Risk Management Group [Aspen], previously entered into the agreement entitled Agreement by and between the City of National City and Aspen Risk Management Group [Agreement], dated September 6, 2014 for risk management services to the City;

WHEREAS, that Agreement provides that the City of National City may extend services beyond the contract expiration date of December 6, 2014 under the same terms and conditions;

WHEREAS, a first amendment was executed on December 5, 2014 for the period December 7, 2014 through March 31, 2015.

WHEREAS, the City now seeks to extend the Agreement through October 31, 2015.

WHEREAS, the City now seeks to increase the compensation to an amount not to exceed \$81,420.

**AGREEMENT**

NOW THEREFORE, the City and Aspen agree as follows:

1. This Amendment increases the not to exceed compensation by an amount not to exceed \$56,420.
2. This Amendment extends the Agreement for the time period April 1, 2015 through October 31, 2015.
3. The parties agree that each and every term of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this Second Amendment on the date and year first written above.

CITY OF NATIONAL CITY

ASPEN RISK MANAGEMENT GROUP

By: \_\_\_\_\_  
Ron Morrison, Mayor

By: \_\_\_\_\_  
Cathi Marx, President

Approved as to form:

\_\_\_\_\_  
Claudia Silva  
City Attorney

By: \_\_\_\_\_  
Steve Thompson, CEO



RESOLUTION NO. 2015 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE MAYOR TO EXECUTE A SECOND AMENDMENT TO  
THE AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND  
ASPEN RISK MANAGEMENT GROUP TO EXTEND THE TERM OF  
THE AGREEMENT THROUGH OCTOBER 31, 2015 TO PROVIDE  
LIABILITY CLAIMS ADMINISTRATION AND RISK MANAGEMENT  
SERVICES FOR THE NOT TO EXCEED AMOUNT OF \$56,420, FOR  
A TOTAL NOT TO EXCEED AGREEMENT AMOUNT OF \$81,420

WHEREAS, on September 6, 2014, under the City Manager's authority, the Human Resources Department entered into a three (3) month Agreement with Aspen Risk Management Group ("Aspen") to provide liability claims administration and risk management services at a cost not to exceed \$25,000; and

WHEREAS, a First Amendment executed on December 5, 2014 extended the term of the Agreement through March 31, 2015, for the same services with no increased cost; and

WHEREAS, the purpose of the First Amendment was to allow the City an opportunity to determine whether or not to continue contracting this service or to bring it back in-house as a staff position; and

WHEREAS, the program has been contracted since January, 2010, and the previous contractor was Claims Management Associates, Inc.; and

WHEREAS, as City departments work with the City Manager and the City Council to determine fiscal priorities in areas such as service delivery models, labor management, and infrastructure needs, more time is needed before a recommendation can be made as to future service delivery for risk management services; and

WHEREAS, a Second Amendment to the Agreement is requested to extend the term of the Agreement through October 31, 2015, for the not to exceed amount of \$56,420, and a total Agreement amount not to exceed of \$81,420.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute a Second Amendment to the Agreement with Aspen Risk Management Group to extend the term of the Agreement through October 31, 2015, for the not to exceed amount of \$56,420, and a total Agreement amount not to exceed of \$81,420, to provide liability claims administration and risk management services.

PASSED and ADOPTED this 3<sup>rd</sup> day of March, 2015.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

\_\_\_\_\_  
Claudia Gacitua Silva  
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to execute an Agreement with Harris & Associates, Inc. to provide construction support services, including preparation of record drawings, for the 8th Street Smart Growth Re

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** March 3, 2015

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the Mayor to execute an Agreement with Harris & Associates, Inc. to provide construction support services, including preparation of record drawings, for the 8<sup>th</sup> Street Smart Growth Revitalization and Highland Avenue Safety Enhancement Projects for a not-to-exceed amount of \$50,000.

**PREPARED BY:** Stephen Manganiello, City Engineer

**PHONE:** 619-336-4382

**DEPARTMENT:** Engineering/Public Works

**APPROVED BY:** 

**EXPLANATION:**

See attached

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

307-409-500-598-6035 (Resurface Streets): \$30,000.00

307-409-500-598-6570 (Highland Ave Community Corridor): \$20,000.00

**APPROVED:** 

Finance

**APPROVED:** \_\_\_\_\_

MIS

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION: ☐ FINAL ADOPTION: ☐

**STAFF RECOMMENDATION:**

Adopt resolution

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation
2. Agreement
3. Resolution

**Explanation:**

Harris & Associates, Inc. was retained by the City of National City through a competitive Request for Qualifications process to provide on-call general engineering services, construction inspections and project management services for various Capital Improvement Projects. The original Agreement was authorized by City Council on October 5, 2010 per Resolution No. 2010-226. While under contract, Harris & Associates served as the Engineer of Record responsible for preparing construction plans and specifications for various Capital Improvement Projects, including the 8<sup>th</sup> Street Smart Growth Revitalization and Highland Avenue Safety Enhancements projects. Construction support services, including preparation of record drawings, are required to complete both of these projects.

The on-call Agreement with Harris & Associates has since expired. Therefore, staff is requesting that City Council authorize a new Agreement with Harris & Associates to provide construction support services, including preparation of record drawings, for the aforementioned projects. The Agreement is for a not-to-exceed amount of \$50,000 and a term of one year.

**AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
HARRIS & ASSOCIATES, INC.**

THIS AGREEMENT is entered into this 3<sup>rd</sup> day of March, 2015, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and Harris & Associates, Inc., a corporation (the "CONSULTANT").

**R E C I T A L S**

WHEREAS, the CITY desires to employ a CONSULTANT to provide construction support services, including preparation of record drawings, for the 8th Street Smart Growth Revitalization and Highland Avenue Safety Enhancement projects.

WHEREAS, on October 5, 2010, through City Council Resolution No. 2010-226, the CITY and the CONSULTANT entered into an Agreement whereby the CONSULTANT would provide on-call general engineering services, construction inspections and project management services for various Capital Improvement Projects.

WHEREAS, through said Agreement, which has subsequently expired, the CONSULTANT served as the Engineer of Record responsible for preparing construction plans and specifications for various Capital Improvement Projects, including the 8th Street Smart Growth Revitalization and Highland Avenue Safety Enhancements projects.

WHEREAS, the CONSULTANT, as the Engineer of Record, is most qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT, and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONSULTANT represents that all services shall be performed directly by the CONSULTANT or under direct supervision of the CONSULTANT.

2. **SCOPE OF SERVICES.** The CONSULTANT will perform construction support services, including preparation of record drawings, as set forth in attached Exhibit "A".

The CONSULTANT will be expected to submit proposals for individual task orders in a timely manner, consistent with the general scope of services in Exhibit "A". Task order proposals shall include a detailed scope of work, schedule of deliverables and "not-to-exceed" cost estimate. The Project Coordinator will issue a Notice to Proceed upon approval of each individual task order. After issuance of a Notice to Proceed for each individual task order, the CONSULTANT will only receive compensation for actual work performed, on a time and materials basis, consistent with the detailed scope of work and within the limits of the "not-to-exceed" cost estimate.

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the Project Coordinator. The CONSULTANT shall appear at meetings as required by the Project Coordinator to keep staff and City Council advised of the progress on projects.

The CITY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services, not to exceed a factor of 15% from the base amount.

**3. PROJECT COORDINATION AND SUPERVISION.**

Stephen Manganiello, Director of Public Works/City Engineer, hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Carlos Mendoza, P.E., Director of Engineering Services, thereby is designated as the Project Director for the CONSULTANT.

**4. COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and materials, consistent with Exhibit "B". The total cost for services described in Exhibit "A" shall not exceed \$50,000 (the Base amount) without prior written authorization from the Project Coordinator. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with the general scope of services in Exhibit "A", and the detailed scope of work and schedule of deliverables provided for individual task orders, as determined by the Project Coordinator.

The CONSULTANT shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.



5. **ACCEPTABILITY OF WORK.** The City shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONSULTANT and the City cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT in this Agreement, the City or the CONSULTANT shall give to the other written notice. Within ten (10) business days, the CONSULTANT and the City shall each prepare a report which supports their position and file the same with the other party.

The City shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT.

6. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on March 3, 2015. The duration of this Agreement is for the period of one year, March 3, 2015 through March 2, 2016. With mutual agreement of the parties, this Agreement may be extended for an additional period of up to one year, through March 2, 2017.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONSULTANT for this Project, whether paper or electronic, shall become the property of the CITY for use with respect to this Project, and shall be turned over to the CITY upon completion of the Project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY, and CONSULTANT thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONSULTANT agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONSULTANT'S written work product for the CITY'S purposes, and the CONSULTANT expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of this project, unless otherwise mutually agreed.

8. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners,

or joint venturers with one another. Neither the CONSULTANT nor the CONSULTANT'S employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONSULTANT and the CONSULTANT'S employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONSULTANT and its employees. Neither this Agreement nor any interest herein may be assigned by the CONSULTANT without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONSULTANT from employing or hiring as many employees, or SUBCONSULTANTS, as the CONSULTANT may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONSULTANT with its SUBCONSULTANT(S) shall require the SUBCONSULTANT(S) to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the CITY nor its officers, agents, or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT'S employees, except as herein set forth, and the CONSULTANT or the CONSULTANT'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY, it being understood that the CONSULTANT its agents, servants, and employees are as to the CITY wholly independent CONSULTANT, and that the CONSULTANT'S obligations to the CITY are solely such as are prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONSULTANT and each of its SUBCONSULTANT(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

12. **STANDARD OF CARE.**

A. The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONSULTANT warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONSULTANT'S professional performance or the furnishing of materials or services relating thereto.

C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CITY otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-paragraph will render the CONSULTANT liable to the CITY for any increased costs that result from the CITY'S later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

13. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this

Agreement without the prior written consent of the CITY. In its performance hereunder, the CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

The CONSULTANT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 14.

15. **INDEMNIFICATION AND HOLD HARMLESS.** The CONSULTANT agrees to defend, indemnify, and hold harmless the City of National City, its officers and employees, against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONSULTANT'S negligent performance of this Agreement.

The indemnity, defense and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. **WORKERS' COMPENSATION.** The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Government Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, and employees from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.

17. **INSURANCE.** The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONSULTANT(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following checked insurance policies:

A. ☒ If checked, **Professional Liability Insurance** (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles ("any auto"). The policy shall name the CITY and its officers, agents and employees as additional insured, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance** with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate, covering all bodily injury and property damage arising out of its operations under this Agreement. The policy shall name the CITY and



its officers, agents and employees as additional insured, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location".

D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONSULTANT'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the City. Said endorsement shall be provided prior to commencement of work under this Agreement. If CONSULTANT has no employees subject to the California Workers' Compensation and Labor laws, CONSULTANT shall execute a Declaration to that effect. Said Declaration shall be provided to CONSULTANT by CITY.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY of cancellation or material change.

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONSULTANT shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

G. Insurance shall be written with only California admitted companies that hold a current policy holder's alphabetic and financial size category rating of not less than A VIII according to the current Best's Key Rating Guide, or a company equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

H. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the CONSULTANT does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

I. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY.

18. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual

amount of attorney's fees incurred by the prevailing party.

19. **MEDIATION/ARBITRATION.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in San Diego, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") before resorting to arbitration. The costs of mediation shall be borne equally by the parties. Any controversy or claim arising out of, or relating to, this Agreement, or breach thereof, which is not resolved by mediation shall be settled by arbitration in San Diego, California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in any court having jurisdiction over the subject matter of the controversy. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the costs of its own experts, evidence and attorneys' fees, except that the arbitrator may assess such expenses or any part thereof against a specified party as part of the arbitration award.

20. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONSULTANT. During said 60-day period the CONSULTANT shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONSULTANT as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONSULTANT'S breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONSULTANT.

21. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive



such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent.

Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY:       Stephen Manganiello  
Director of Public Works/City Engineer  
Engineering & Public Works Department  
City of National City  
1243 National City Boulevard  
National City, CA 91950-4301

To CONSULTANT:  
Carlos Mendoza, P.E.  
Director of Engineering Services  
Harris & Associates, Inc.  
750 B Street, Suite 1800  
San Diego, CA 92101

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

**22. CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.** During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

☐ If checked, the CONSULTANT shall comply with all of the reporting

requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONSULTANT shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONSULTANT shall obtain from the City Clerk.

The CONSULTANT shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Paragraph 22 by the CONSULTANT.

23. **PREVAILING WAGES.** State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. Consultant is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

24. **MISCELLANEOUS PROVISIONS.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. *Audit.* If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

J. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound

thereby.

K. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

L. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

**CITY OF NATIONAL CITY**

By: \_\_\_\_\_  
Ron Morrison, Mayor

**HARRIS & ASSOCIATES, INC.**

By: \_\_\_\_\_  
Ehab S. Gerges, P.E.  
Chief Operating Officer/Sr. VP

By: \_\_\_\_\_  
Byron Tobey, P.E.  
Senior Vice President/CBDO

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Claudia G. Silva  
City Attorney

## **EXHIBIT "A" – SCOPE OF WORK**

### **1.0 Construction Support**

- **Meetings – will attend weekly contactor meetings and meetings in the field on an as-needed basis to resolve disputes and/or provide clarification on plans and construction methods**
- **Requests for Information (RFIs) – will review and provide written responses to RFIs**
- **Requests for Changes (RFCs) – will review and provide recommendations on contractor requests for substitutions or alternative construction techniques**
- **Contactor submittals – will review and provide comments on contractor submittals**
- **Punch List – will assist with preparation of punch list of outstanding items prior to final walk through and project close-out**
- **Final Walk Through – will participate in Final Walk Through to ensure project was built consistent with the construction plans and specifications, and punch list items have been satisfied**

### **2.0 Record Drawings**

- **Review final redline plans prepared by the contractor, which will include field verifications and meetings with contractor as needed.**
- **Incorporate redline changes into record drawings to accurately reflect as-built conditions.**



**Harris & Associates**

**EXHIBIT "B"**

**RANGE OF HOURLY RATES:**

**City of National City**

**Effective January 1 - December 31, 2015**

**ENGINEERING SERVICES**

**HOURLY RATE**

|                   |           |
|-------------------|-----------|
| Project Directors | \$190-240 |
| Project Managers  | 150-210   |
| Project Engineers | 125-195   |
| Technical Support | 75-130    |
| Administration    | 75-100    |

**CONSTRUCTION MANAGEMENT**

**HOURLY RATE**

|                        |           |
|------------------------|-----------|
| Project Directors      | \$210-240 |
| Project Managers       | 150-210   |
| Construction Managers  | 125-220   |
| Resident Engineers     | 120-180   |
| Construction Engineers | 110-200   |
| Scheduling Engineers   | 110-190   |
| Cost Engineers         | 110-190   |
| Inspectors*            | 100-175   |
| Technicians            | 90-160    |
| Administration         | 75-100    |

**Notes:** Unless otherwise indicated in the cost proposal, hourly rates include most direct costs such as travel, equipment, computers, communications and reproduction (except large quantities such as construction documents for bidding purposes).

\*Inspectors working in the State of California are subject to the Prevailing Wage Rates established for that area.

RESOLUTION NO. 2015 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH  
HARRIS & ASSOCIATES, INC., TO PROVIDE CONSTRUCTION SUPPORT  
SERVICES, INCLUDING PREPARATION OF RECORD DRAWINGS,  
FOR VARIOUS CAPITAL IMPROVEMENT PROJECTS FOR  
A TERM OF ONE YEAR, NOT TO EXCEED \$50,000

WHEREAS, Harris & Associates, Inc. ("Harris"), was retained by the City of National City through a competitive Request for Qualifications process to provide on-call general engineering services, construction inspections and project management services for various Capital Improvement Projects; and

WHEREAS, the City had a prior Agreement with Harris for on-call services for a term of two (2) years, and approved by the City Council on October 5, 2010, per Resolution No. 2010-226; and

WHEREAS, while under contract, Harris & Associates served as the Engineer of Record responsible for preparing construction plans and specifications for various Capital Improvement Projects, including the 8<sup>th</sup> Street Smart Growth Revitalization Project and Highland Avenue Safety Enhancements Project (the "Projects"); and

WHEREAS, because construction support services, including preparation of record drawings, are required to complete both of the Projects, staff is requesting a new Agreement with Harris & Associates to provide construction support services for a not-to-exceed amount of \$50,000 and a term of one year.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute an Agreement with Harris & Associates, Inc., to provide construction support services, including preparation of record drawings, for various capital improvement projects for a term of one year, not-to-exceed \$50,000.

PASSED and ADOPTED this 3<sup>rd</sup> day of March, 2015.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Claudia Gacitua Silva  
City Attorney



The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to sign Freeway Maintenance Agreement 11-8171 between the City of National City and the State of California by and through its Department of Transportation in the developmen

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** March 3, 2015

**AGENDA ITEM NO.**

**ITEM TITLE:**

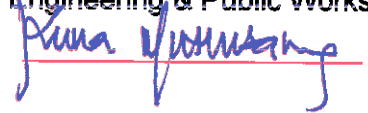
Resolution of the City Council of the City of National City authorizing the Mayor to sign Freeway Maintenance Agreement 11-8171 between the City of National City and the State of California by and through its Department of Transportation in the development of State Highway Route 54 for the maintenance of portions of National City Boulevard, Highland Avenue, Edgemere Drive, Sweetwater Road, and Plaza Bonita Center Way along areas shown on the plan map attached hereto, marked Exhibit "A," within the City of National City.

**PREPARED BY:** Kuna Muthusamy

**PHONE:** 336-4383

**DEPARTMENT:** Engineering & Public Works

**APPROVED BY:**



**EXPLANATION:**

On August 9, 1963, August 16, 1966, and June 2, 1967, the City of National City and the State of California entered a Freeway Agreement for the development and maintenance of the local street and road system required in the development of that portion of State Highway Route 54 (SR-54) within jurisdictional limits of the City of National City.

The Freeway Agreement, requires that as portions of the separation structures, and local National City streets and roads are completed by the State of California in the development of SR-54, the maintenance and improvements become the responsibility of the Agency on whose jurisdiction it lies. The portions of streets and roads covered by the proposed agreement are National City Boulevard, Highland Avenue, Edgemere Drive, Sweetwater Road, and Plaza Bonita Center Way along areas shown on the plan map attached hereto, marked Exhibit "A," within the jurisdictional limits of the City National City. This Agreement has no end date and can be terminated at any time upon mutual consent of the parties or until terminated by State.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

N/A

**APPROVED:** \_\_\_\_\_ **Finance**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION: ☐ FINAL ADOPTION: ☐

**STAFF RECOMMENDATION:**

Adopt the Resolution.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Freeway Maintenance Agreement 11-8171
2. Exhibit "A" - Locator Map
3. Resolution

**FREEWAY MAINTENANCE AGREEMENT  
WITH CITY OF NATIONAL CITY**

THIS AGREEMENT is made and entered into in duplicate, effective this 3<sup>rd</sup> day of March, 2015, by and between the State of California, acting by and through its Department of Transportation, hereinafter referred to as "STATE," and the City of National City, hereinafter referred to as "CITY," collectively referred to as "PARTIES."

**WITNESSETH:**

- A. WHEREAS, on August 9, 1963, August 16, 1966, and June 2, 1967, Freeway Agreements were executed between CITY and STATE, wherein the PARTIES consented to certain adjustments of the local street and road system required for the development of that portion of State Highway Route 54 (SR-54) within the jurisdictional limits of the CITY as a freeway; and
- B. WHEREAS, the PARTIES hereto mutually desire to clarify and revise the division of maintenance, as defined in Section 27 of the California Streets and Highways Code, and their respective responsibilities as to separation structures and local CITY streets and roads, or portions thereof, and landscaped areas lying within or outside those modified freeway limits; and
- C. WHEREAS, pursuant to Sections 1, 3, and 4 of the above-referenced Freeway Agreement(s), CITY has resumed or will resume control and maintenance over each of the affected relocated or reconstructed CITY streets, except for those portions adopted as a part of the freeway proper.

**NOW THEREFORE, IT IS AGREED:**

- 1. CITY agrees to continue their control and maintenance of each of the affected relocated or reconstructed CITY streets and roads as shown on that plan map attached hereto, marked Exhibit "A," and made a part hereof by this reference.
- 2. STATE agrees to continue control and maintenance of those portions adopted as a part of SR-54 proper as shown in Exhibit "A."
- 3. When a planned future improvement has been constructed and/or a minor revision has been effected within the limits of the freeway herein described which will affect the PARTIES' division of maintenance responsibility as described herein, STATE will provide a new dated and revised Exhibit "A," which will be made a part hereof by an amendment to this Agreement, when executed by both PARTIES, which will thereafter supersede the attached original Exhibit "A" and become part of this Agreement.

4. CITY and STATE agree to accept their respective operational and maintenance responsibilities and related associated costs thereof in the event jurisdictional boundaries of the PARTIES should change and Exhibit "A" is amended to reflect those changes.
5. CITY must obtain the necessary Encroachment Permits from STATE's District 11 Encroachment Permit Office prior to entering STATE right of way to perform CITY maintenance responsibilities. This permit will be issued at no cost to CITY.
6. VEHICULAR AND PEDESTRIAN OVERCROSSINGS:
  - a) STATE will maintain, at STATE expense, the entire structure of any STATE-constructed overcrossings of SR-54 below the deck surface except as hereinafter provided.
  - b) CITY will maintain, at CITY expense, the deck and/or surfacing and structural drainage system (and shall perform such work as may be necessary to ensure an impervious and/or otherwise suitable surface) and all portions of the structure above the bridge deck, including, but without limitation, lighting installations, as well as all traffic service facilities (sidewalks, signs, pavement markings, bridge rails, etc.) that may be required for the benefit or control of traffic using that overcrossing.
  - c) At such locations as shall be determined by STATE, screening shall be placed on STATE freeway overpasses on which pedestrians are allowed as directed by Section 92.6 of the Streets and Highways Code. All screens installed under this program will be maintained by STATE, at STATE expense.
7. VEHICULAR AND PEDESTRIAN UNDERCROSSINGS:
  - a) STATE will maintain the structure proper of all STATE-constructed undercrossings of STATE freeways while the roadway sections, including the traveled way, shoulders, curbs, sidewalks, wall surfaces (including eliminating graffiti), drainage installations, lighting installations, and traffic service facilities that may be required for the benefit or control of traffic using that undercrossing will be maintained by CITY.
  - b) CITY will request STATE's District Transportation Permit Engineer to issue the necessary Encroachment Permit for any proposed change in minimum vertical clearances between the traveled way portion of the underroadway surface and the Structure that results from modifications to the underroadway (except when said modifications are made by STATE). If the planned modifications will result in a reduction in the minimum clearance within the traveled way, an estimate of the clearance reduction must be provided to STATE's District Transportation Permit Engineer prior to starting work. Upon completion of that work, a clearance diagram will be furnished to STATE's District Transportation Permit Engineer that shows revised minimum clearances for all affected movements of traffic, both at the edges of the traveled way and at points of minimum clearance within the traveled way.

8. WALLS AND COLUMNS:

Responsibility for debris removal, cleaning, and painting to keep CITY's side of any wall structure, paved slope, or column free of debris, dirt, and graffiti shall not lie with STATE.

9. LANDSCAPED AREAS ADJACENT TO CROSSING STRUCTURES:

Responsibility for the maintenance of any plantings or other types of roadside development lying outside of the fenced right of way area reserved for exclusive freeway use shall lie with CITY and not with STATE.

10. INTERCHANGE OPERATON:

It is STATE's responsibility to provide efficient operation of freeway interchanges, including ramp connections to local streets and roads.

11. LEGAL RELATIONS AND RESPONSIBILITIES:

- a) Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.
- b) Neither CITY nor any officer, employee, agent, contractor, or subcontractor thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by, under, or in connection with any work, authority, or jurisdiction conferred upon STATE arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify, and save harmless CITY and all of their officers, employees, agents, contractors, and subcontractors from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
- c) Neither STATE nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority, or jurisdiction conferred upon CITY and arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify, and save harmless STATE and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

d) Labor Code Compliance / Prevailing Wages:

If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815 and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY's own forces is exempt from the Labor Code's Prevailing Wage requirements.

e) Prevailing Wage Requirements in Subcontracts:

CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

f) Insurance:

CITY agrees to deliver evidence of self-insured coverage in a form satisfactory to STATE, along with a signed copy of the Agreement. If the work performed under this Agreement is done by CITY contractor(s), CITY shall require its contractor(s) to maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate; and coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE and shall be delivered to the STATE with a signed copy of this Agreement.

12. EFFECTIVE DATE:

This Agreement shall be effective upon the date appearing on its face and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the parties or until terminated by STATE for cause. It being understood and agreed, however, that the execution of this Freeway Maintenance Agreement shall not affect any pre-existing obligations of CITY to maintain other designated areas until a written notice from STATE has been issued that work in such areas, which CITY has agreed to maintain pursuant to the terms of a Freeway Agreement, has been completed.



***The PARTIES are empowered by Street and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.***

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

**CITY OF NATIONAL CITY**

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

BY \_\_\_\_\_  
CITY Mayor

MALCOLM DOUGHERTY  
Director of Transportation

ATTEST:

BY \_\_\_\_\_  
CITY Clerk

BY \_\_\_\_\_  
District Division Chief  
Maintenance

APPROVED AS TO FORM:

BY \_\_\_\_\_  
CITY Attorney

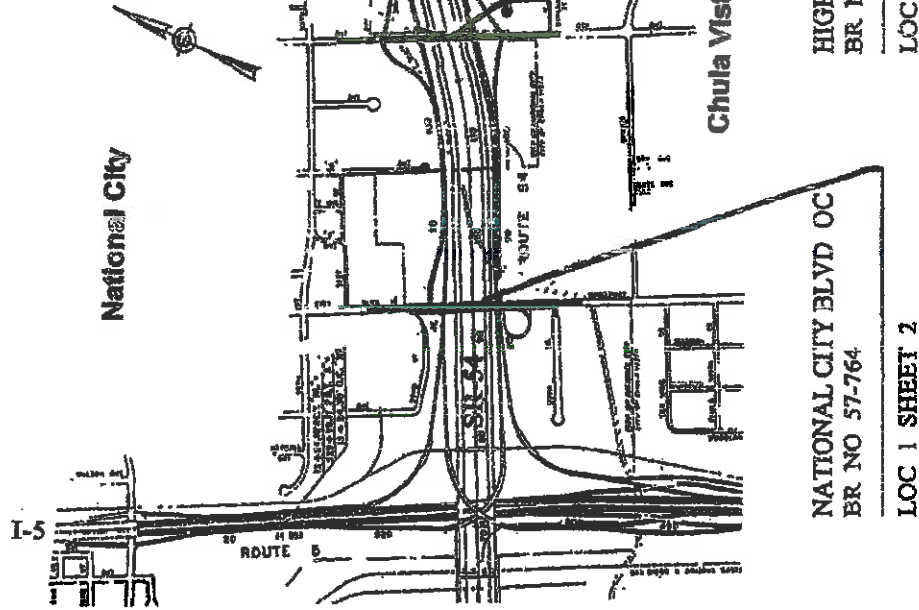
BY \_\_\_\_\_  
Legal Attorney \*\*  
Department of Transportation

***\*\* Approval by STATE'S Attorney is not required unless changes are made to this form, in which case, the draft will be submitted to Headquarters for review, approval by STATE's Attorney as to form and procedures.***

| DIST.               | CO. | RTE. | POST MILE     |
|---------------------|-----|------|---------------|
| 11                  | SD  | 54   | 0.39 to 2.968 |
| FMA 11-8171 7/31/14 |     |      |               |

SECOND AVE  
(EDGEMERE AVE)  
BR NO 57-C235

LOC 3 SHEET 4



NATIONAL CITY BLVD OC  
BR NO 57-764

LOC 1 SHEET 2

HIGHLAND AVE OC  
BR NO 57-765

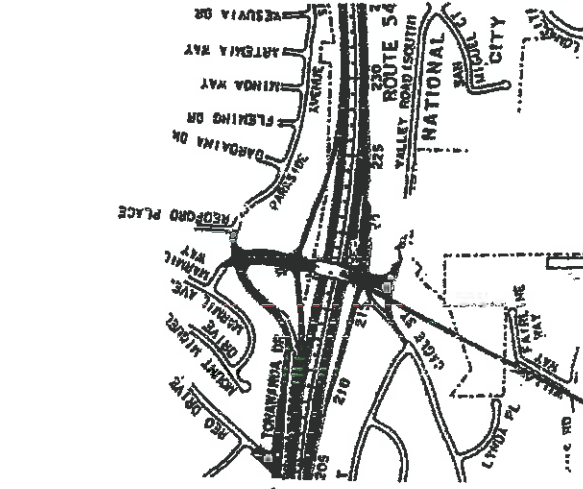
LOC 2 SHEET 3

SWEETWATER RD OC  
BR NO 57-748

LOC 4 SHEET 5

PLAZA BONITA CENTER WAY OC  
BR NO 57-1001 (REO DRIVE)

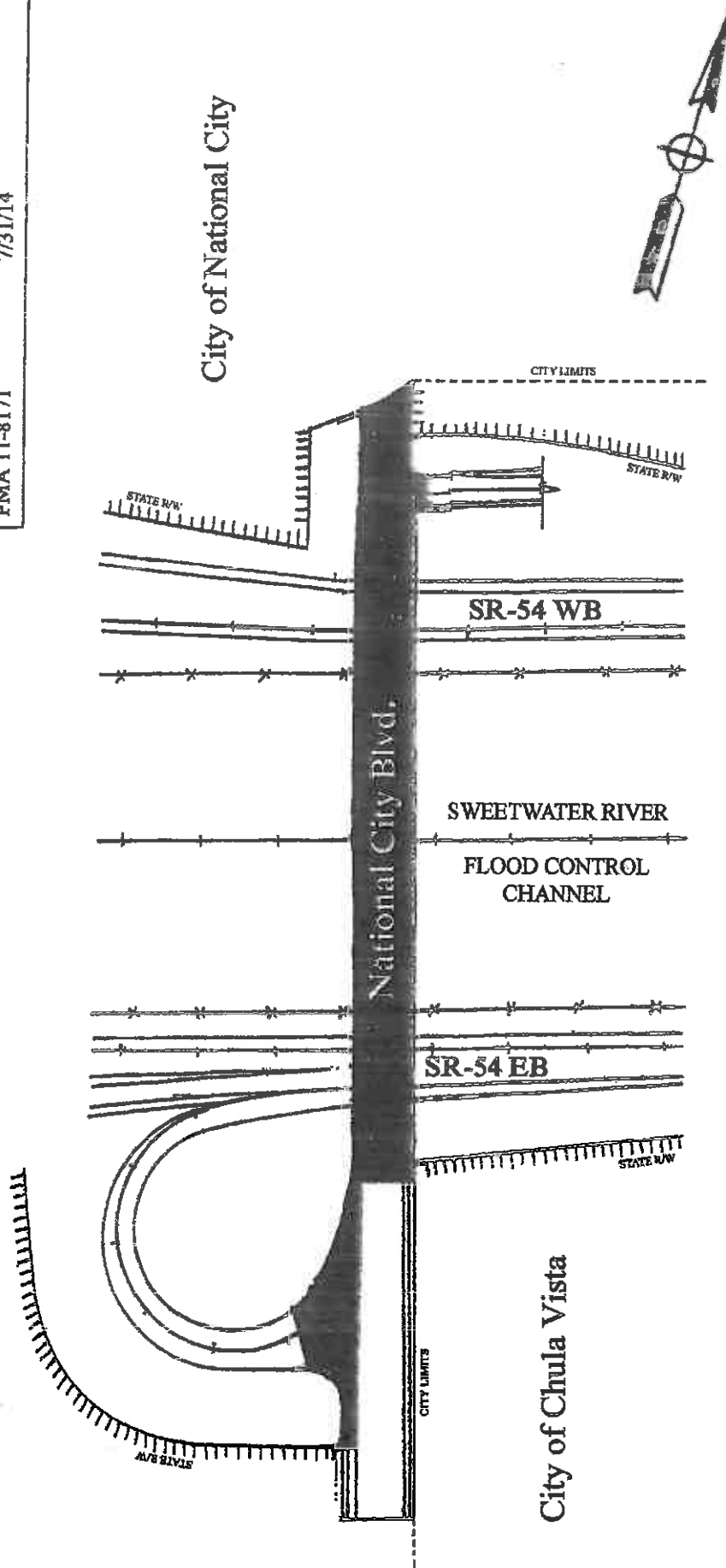
LOC 5 SHEET 6



# FREeway MAINTENANCE AGREEMENT

## EXHIBIT "A"

| DIST.               | CO. | RTE. | POST MILE |
|---------------------|-----|------|-----------|
| 11                  | SD  | 54   | 0.39      |
| FMA 11-8171 7/31/14 |     |      |           |



NATIONAL CITY BLVD OC  
BR NO 57-764

LOC 1 SHEET 2

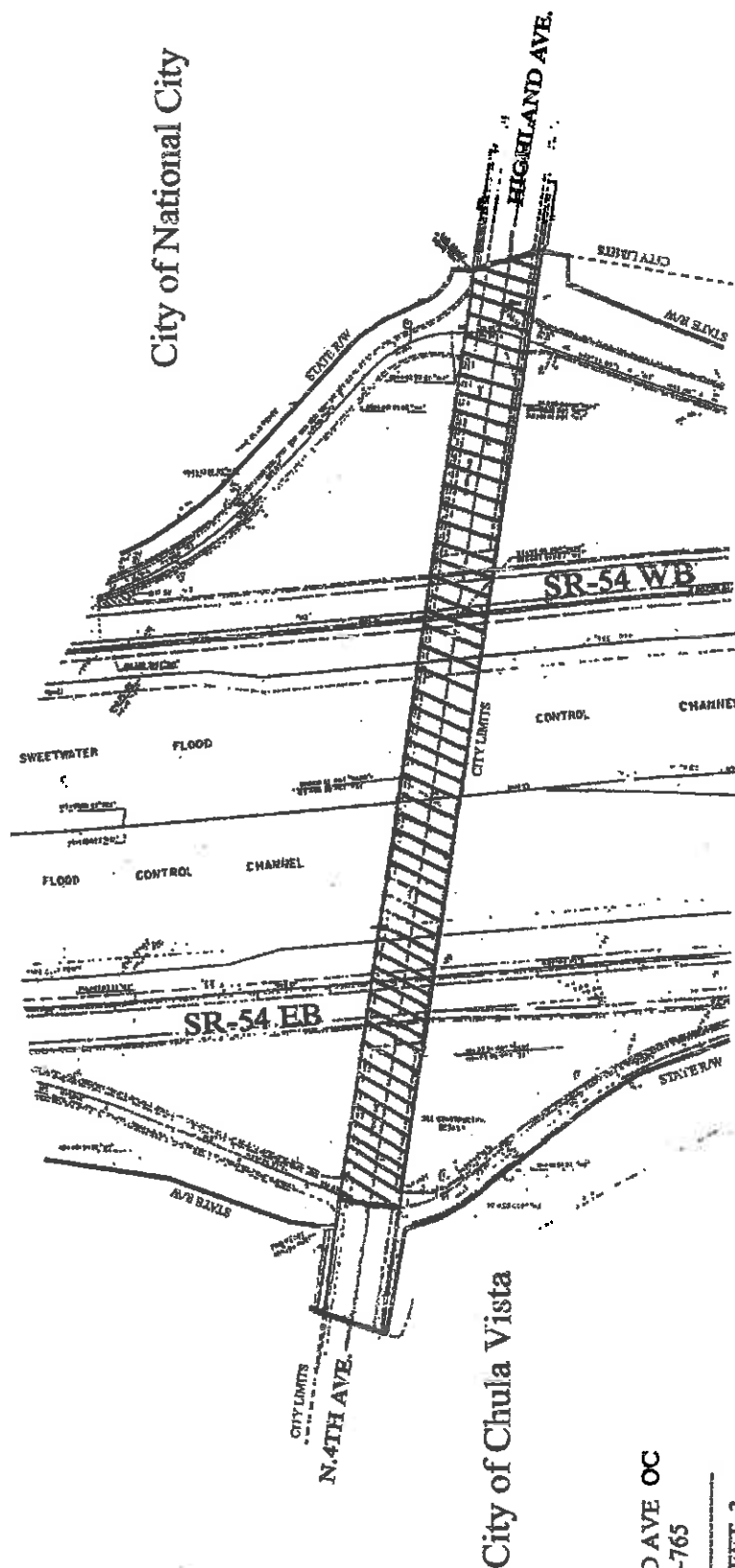
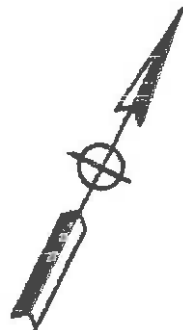
AREA WITHIN FREEWAY LIMITS  
TO BE MAINTAINED BY: NATIONAL CITY

FREEWAY MAINTENANCE AGREEMENT

EXHIBIT "A"

SHEET 2 OF 6 SHEETS

| DIST.       | CO. | RTE. | POST MILE |
|-------------|-----|------|-----------|
| 11          | SD  | 54   | 0.89      |
| FMA 11-8171 |     |      | 7/31/14   |



HIGHLAND AVE OC  
BR NO 57-765

LOC 2 SHEET 3



AREA WITHIN FREEWAY LIMITS  
TO BE MAINTAINED BY: NATIONAL CITY

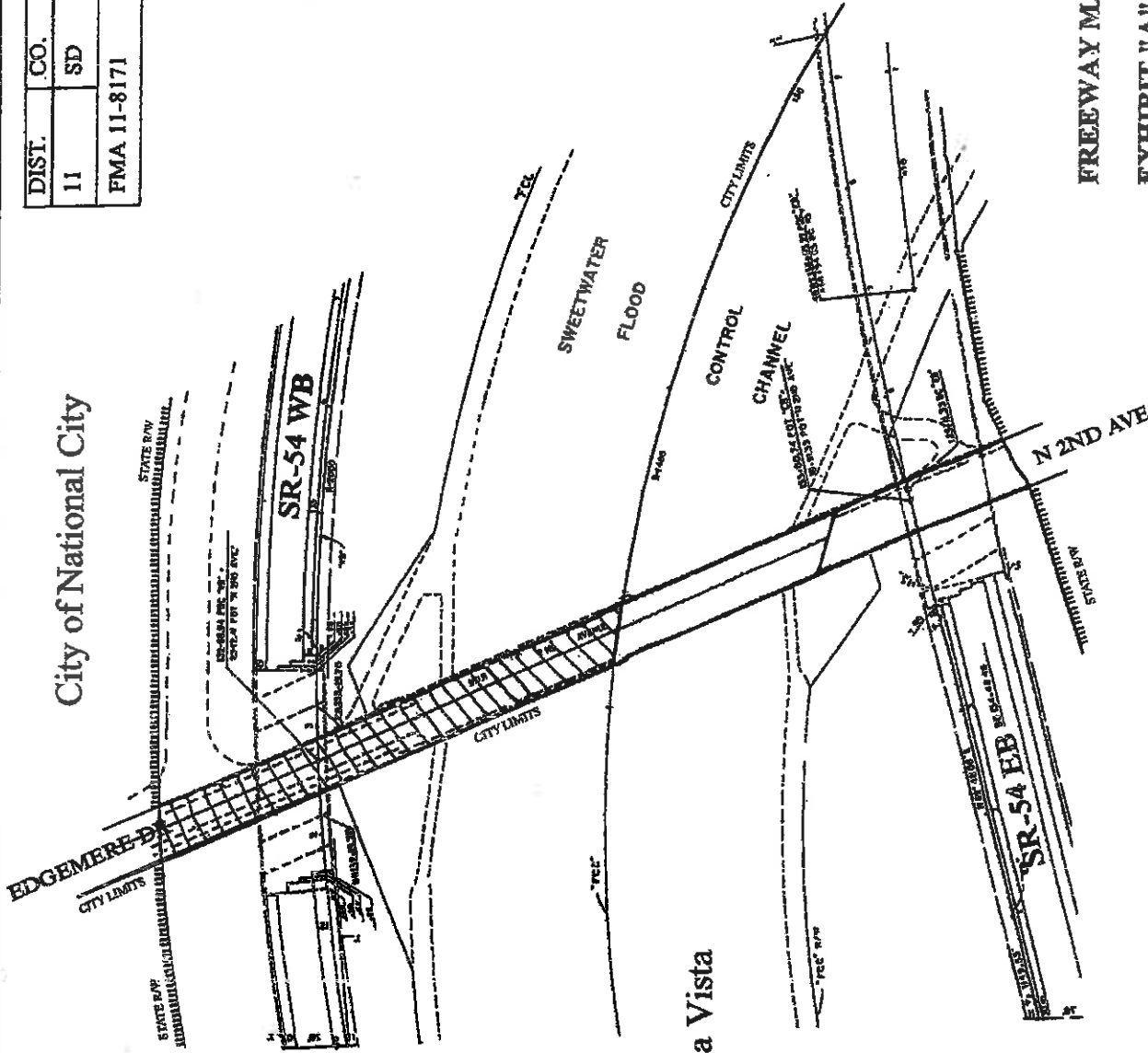
FREEWAY MAINTENANCE AGREEMENT

EXHIBIT "A"

SHEET 3 OF 6 SHEETS

| DIST.               | CO. | RTE. | POST MILE |
|---------------------|-----|------|-----------|
| 11                  | SD  | 54   | 0.89      |
| FMA 11-8171 7/31/14 |     |      |           |

City of National City



City of Chula Vista

SECOND AVE  
(EDGEWARE DR)  
BR NO 57-C235  
LOC 3 SHEET 4



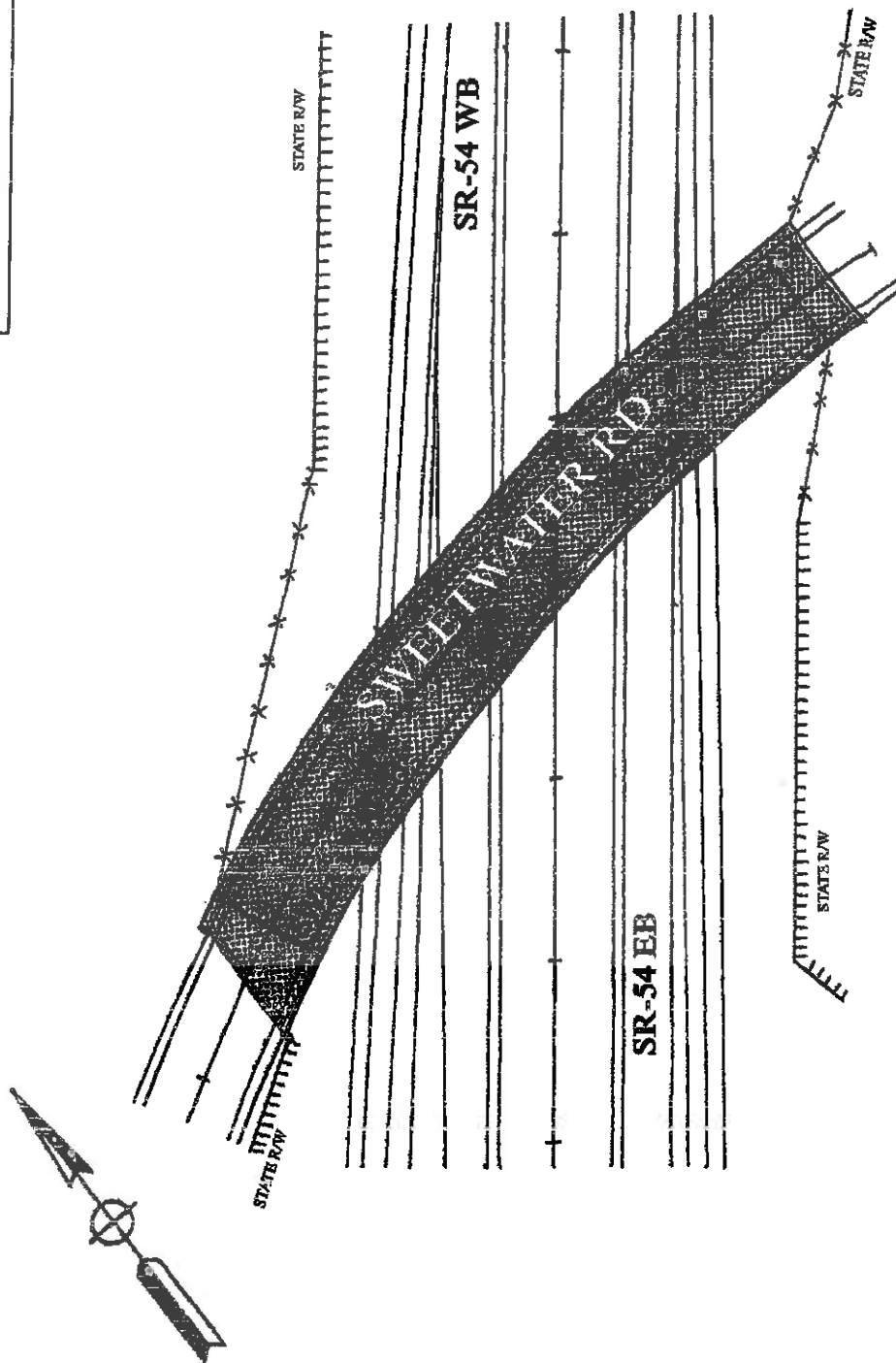
AREA WITHIN FREEWAY LIMITS  
TO BE MAINTAINED BY: NATIONAL CITY

FREEWAY MAINTENANCE AGREEMENT

EXHIBIT "A"

SHEET 4 OF 6 SHEETS

| DIST.       | CO. | RTE. | POST MILE |
|-------------|-----|------|-----------|
| 11          | SD  | 54   | 2.27      |
| FMA 11-8171 |     |      | 7/31/14   |



SWEETWATER RD OC  
BR NO 57-748

LOC 4 SHEET 5



AREA WITHIN FREEWAY LIMITS  
TO BE MAINTAINED BY: NATIONAL CITY

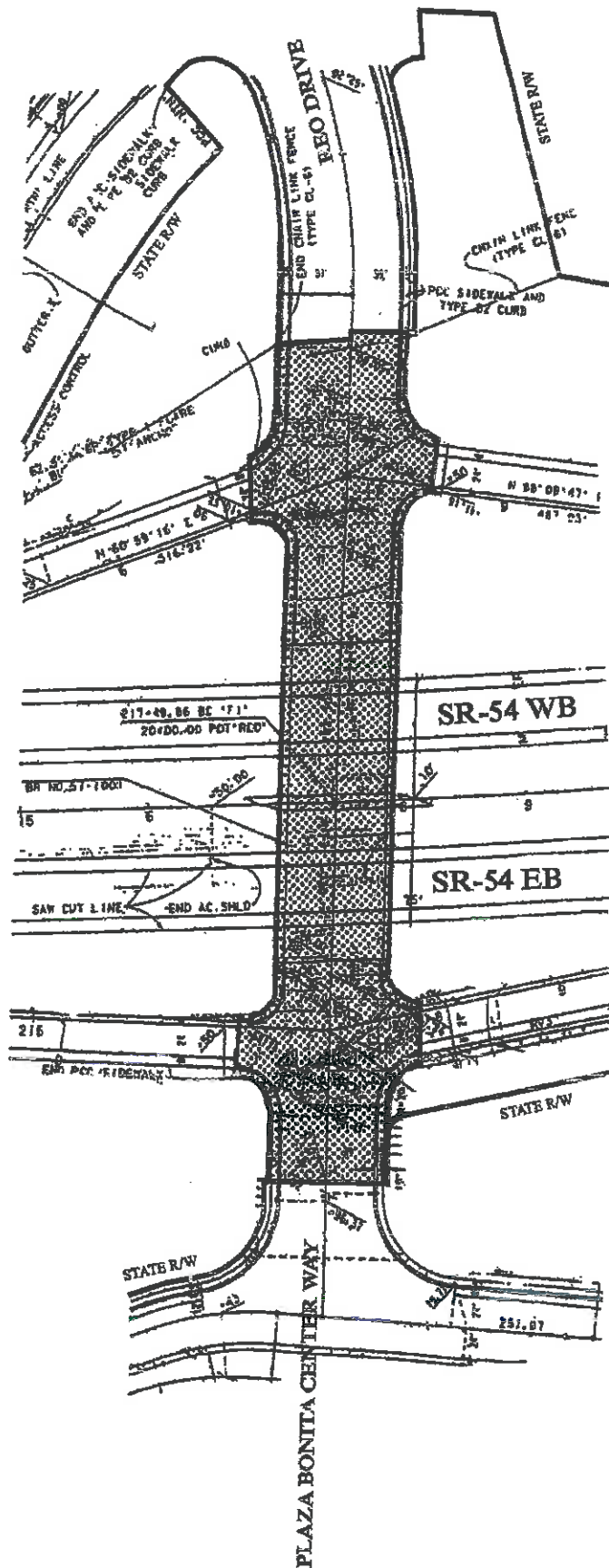
FREEWAY MAINTENANCE AGREEMENT

EXHIBIT "A"

SHEET 5 OF 6 SHEETS



| DIST.       | CO. | RTE. | POST MILE |
|-------------|-----|------|-----------|
| 11          | SD  | 54   | 2.968     |
| FMA 11-8171 |     |      | 7/31/14   |



PLAZA BONITA CENTER WAY OC  
BR NO 57-1001

LOC 5 SHEET 6

FREEWAY MAINTENANCE AGREEMENT

EXHIBIT "A"

SHEET 6 OF 6 SHEETS

AREA WITHIN FREEWAY LIMITS  
TO BE MAINTAINED BY: NATIONAL CITY



RESOLUTION NO. 2015 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE MAYOR TO EXECUTE FREEWAY MAINTENANCE  
AGREEMENT 11-8171 BETWEEN THE CITY OF NATIONAL CITY AND  
THE STATE OF CALIFORNIA BY AND THROUGH ITS DEPARTMENT OF  
TRANSPORTATION IN THE DEVELOPMENT OF STATE HIGHWAY 54  
FOR THE MAINTENANCE OF PORTIONS OF NATIONAL CITY BOULEVARD,  
HIGHLAND AVENUE, EDGEMERE DRIVE, SWEETWATER ROAD, AND  
PLAZA BONITA CENTER WAY ALONG AREAS SHOWN ON THE PLAN MAP  
ATTACHED HERETO AS EXHIBIT "A," WITHIN THE CITY OF NATIONAL CITY

WHEREAS, on August 9, 1963, August 16, 1966, and June 2, 1967, the City of National City and the State of California entered into a Freeway Agreement for the development and maintenance of the local street and road system required in the development of that portion of State Highway Route 54 (SR-54) within jurisdictional limits of the City of National City; and

WHEREAS, the Freeway Agreement requires that as portions of the separation structures, and local National City streets and roads are completed by the State of California in the development of SR-54, the maintenance and improvements become the responsibility of the Agency on whose jurisdiction it lies; and

WHEREAS, the portions of streets and roads covered by the Agreement are National City Boulevard, Highland Avenue, Edgemere Drive, Sweetwater Road, and Plaza Bonita Center Way along areas shown on the plan map attached hereto, marked Exhibit "A," within the jurisdictional limits of the City National City; and

WHEREAS, pursuant to the Agreement, which has no end date and can be terminated at any time upon mutual consent of the parties or until terminated by State, the City of National City agrees to continue the control and maintenance of each of the affected streets and roads as shown on that plan map attached hereto, marked Exhibit "A", and made a part hereof by this reference.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes authorizing the Mayor to execute Freeway Maintenance Agreement 11-8171 between the City of National City and the State of California by and through its Department of Transportation in the development of State Highway 54 for the maintenance of portions of National City Boulevard, Highland Avenue, Edgemere Drive, Sweetwater Road, and Plaza Bonita Center Way along areas shown on the plan map attached hereto as Exhibit "a," within the City of National City.

PASSED and ADOPTED this 3<sup>rd</sup> day of March, 2015.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

\_\_\_\_\_  
Claudia Gacitua Silva  
City Attorney

The following page(s) contain the backup material for Agenda Item: Temporary Use Permit – National City Public Safety Fair hosted by the National City Police Department and Fire Department on April 18, 2015 from 9 a.m. to 1:30 p.m. at 3030 Plaza Bonita Road. This is a National City sponsored event per Council Policy No.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** March 3, 2015

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Temporary Use Permit – National City Public Safety Fair hosted by the National City Police Department and Fire Department on April 18, 2015 from 9 a.m. to 1:30 p.m. at 3030 Plaza Bonita Road. This is a National City sponsored event per Council Policy No. 804.

**PREPARED BY:** |Vianey Rivera|

**DEPARTMENT:** Neighborhood Services Division

**PHONE:** |(619) 336-4364|

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

This is a request from the National City Police Department to conduct the National City Public Safety Fair at Westfield Plaza Bonita Mall located at 3030 Plaza Bonita Road on April 18, 2015. This event consists of law enforcement/public safety displays, with promotional and safety materials. A helicopter will land in a designated area as part of the display, and public safety vehicles will also be displayed. Applicant has partnered with other organizations that will be providing ongoing services during the Safety Fair such as child Safety Seat inspections, NCPD Child ID cards, Child Safety town.

The National City Police Department will be on hand for all security surrounding the event along with mall security staff.

This event is sponsored by the City of National City, and is thus eligible for a waiver of fees as stated by City Council Policy #804.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.** |

**APPROVED:** \_\_\_\_\_ **MIS**

The City has incurred \$237.00 for processing the TUP through various City departments.  
Total fees are \$237.00

**ENVIRONMENTAL REVIEW:**

|N/A|

**ORDINANCE:** INTRODUCTION: | ☐ |

**FINAL ADOPTION:** | ☐ |

**STAFF RECOMMENDATION:**

Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval. This is a National City sponsored event and qualifies for a waiver of fees pursuant to Policy No. 804.

**BOARD / COMMISSION RECOMMENDATION:**

|N/A|

**ATTACHMENTS:**

|Application for a Temporary Use Permit with recommended approvals and conditions of approval. |



Neighborhood Services Division

# **Temporary Use Permit Application**

## **Introduction**




















Certain special events, structures or activities that are beneficial to the public can often be permitted for limited periods of time even though they would not comply with the zoning, building, fire or other codes, if they were permanent. Chapter 15.60 of the National City Municipal Code regulates these special events. In general, any organized activity that uses public property, facilities, parks, sidewalks or streets requires a permit, known as a "Temporary Use Permit" (TUP). In some cases, events taking place on private property also require a TUP permit. See the list below for more information. The Department of Community Services is responsible for coordination of the application and issuance of the permit.

### **Classes of Temporary Use Permits**

Temporary Use Permits are either Class A, requiring City Council approval, Class B, which may be approved by the Building & Safety Director, or Class C subject only to the business license regulations. For Class B & C Permits, please contact the Building and Safety Department for additional information.

### **Class A Temporary Use Permits**

The following uses require a Class A Temporary Use Permit.

-  Outdoor auctions conducted by charitable or philanthropic organizations
-  Balloon rides or races
-  Block or Holiday parties and displays conducted outdoors or in temporary structures
-  Carnivals, circuses, traveling shows and midways
-  Exhibitions (boxing, wrestling, etc.)
-  Fairs, bazaars, exhibits or trade shows conducted outdoors or in temporary structures
-  Temporary farmer's markets
-  Temporary helicopter landings
-  Las Vegas nights conducted by non-profit organizations
-  Live domestic animal rides
-  Membrane structures
-  Musical concerts and festivals of all types conducted outdoors or in temporary structures
-  Outdoor pet shows
-  Outdoor stages or platforms for sales promotions, events or grand openings and similar activities
-  Parades, bicycle tours, walks, runs and similar activities on city streets.
-  Political activities conducted outdoors or in temporary structures.
-  Special lighting displays for advertising
-  Temporary vehicle display areas conducted outdoors or in temporary structures
-  Uses or activities which exceed the normal duration



*Class A Temporary Use Permits are limited to no more than two occurring concurrently on the same day and only one event per day in the City parks.*

### **Procedure**

1. Complete the application found at the end of this booklet.
2. Return the completed application to the Neighborhood Services Division located at 1243 National City Blvd, National City, CA 91950.
3. Pay the processing fee, unless a waiver of fees is requested. If requesting a waiver of fees the fee waiver application must be submitted also.
4. Your application is routed to all impacted City Departments for approval. During the review process you may be contacted to provide additional information
5. The application and the conditions of approval received from the various departments are routed to the City Council for final approval. You will be notified of the City Council meeting date. It is suggested that you attend the meeting to answer any questions that may arise.
6. The City Council approves or denies the application.
7. If approved and all required certificates of insurance, etc. are received, the approved permit is mailed to you.

### **Application Deadline**

A Class A Temporary Use Permit *must* be submitted to the Community Services Department a minimum of 45 working days prior to the event.

It is suggested that the application be submitted well before the event to allow for approval prior to promoting, marketing or advertising the event. Acceptance of your application does not guarantee approval of the event. The event must be approved by the City Council and all conditions of approval must be met before the permit will be issued.

### **Events at City Parks**

Before applying for a Temporary Use Permit in a City park, it is necessary to contact the Public Works Department to schedule the event. City Council Policy only allows one event per day in the Park and one special event every six weeks.

The City Council will not approve the sale or consumption of alcohol in City parks in conjunction with any event requiring a Temporary Use Permit. This prohibition will not impact the existing policy regarding the sale or consumption of alcohol within buildings in the parks, such as the Community Center, which will continue to be subject to City Council approval.

If the event involves either 1) live musical performances; 2) the use of amplified sound systems other than hand held or portable systems; 3) fireworks or 4) other activities or events which the City Council determines notification is required, then the applicant must provide written notification to the occupants of the properties adjacent to the park.

Written notification must be made to the surrounding neighbors at least 72 hours prior to the event. The notification must include the name and telephone number of the sponsor of the event, the nature of the event, the date and hours of set-up and tear-down for the event, the date and hours of the event, and the name of the sponsor's representative who will be at the park on the day(s) of the event and how that individual can be contacted should the need arise.

Written notification must be mailed to the occupants of properties adjacent to the park as reflected on the map of adjacent properties available from the Community Services Department. Written notification shall be submitted to the Building & Safety Director for review and approval prior to mailing.

**Failure to provide notification may be cause for the revocation of the Temporary Use Permit or denial of future Temporary Use Permit applications submitted by the sponsoring organization.**

### **Events at Plaza Bonita Mall**

Before applying for a Temporary Use Permit for Plaza Bonita Mall, the applicant must contact the mall for approval and to schedule the event. The mall will give the applicant written approval for the event, which must be presented to the Community Services Department at the time of submittal.

### **Photography and Motion Picture Events**

Applications for a Temporary Use Permit for Photography/Filming shall be based on the model photography/filming permit developed by the California Film Commission. The applicant may be required to reimburse the City for costs incurred in providing support services.

A **Class A** Temporary Use Permit is required for photography or filming on public or private property that requires street closures and/or traffic control in excess of three minutes, or that involves stunts or special effects, which may require City services. A Class A Photography or Motion Picture Temporary Use Permit must be submitted to the Community Services Department at least 10 working days before the event.

All Photography and Filming Temporary Use Permits must be accompanied by a Certificate of Insurance and Neighborhood Notification Form when required by the Risk Manager and the Director of Building and Safety.

## **Fees**

The cost of processing the permit is dependent on the number of departments that must review the application. The maximum fee is \$345. Unless a fee waiver is requested, the application fee is required at the time of submittal.

The temporary use permit fees for events which are later withdrawn are nonrefundable

## **Duration**

The Class A Temporary Use Permit will be valid for ten days or as limited by the City Council. The permit is valid for the dates specified on the permit only.

## **Insurance**

Where the use of City facilities is involved, the applicant may be required to provide a certificate of insurance, evidencing combined single limit coverage of at least \$1 million and naming the City of National City and its officials, employees, agents and volunteers as additional insured's. Amounts of coverage are to be determined by the National City Risk Manager.

In all cases involving the use of City facilities, the applicant is required to provide a Hold Harmless Agreement holding the City harmless from liability arising from the use of the facilities.

## **Business Licenses**

A business license is required if monies are solicited; admittance is charged; or food, beverages or merchandise are sold. Each separate vendor must have a separate business license.

Vendors currently licensed by the City may operate on their existing license. If any of the vendors or organizations are registered not-for-profit there will not be a charge for their business license.

A list of all participating vendors (with their address, phone number and current National City business license number) is to be submitted to the Revenue and Recovery Division of the Finance Department prior to the event for verification of business license numbers.

## **Fireworks**

A fireworks permit must be obtained from the Fire Department. The fee for the permit is \$349.00. The permit must be obtained at least two weeks prior to the event. The Fire Department has absolute authority, control and decisions over all fireworks and/or pyrotechnic displays. An inspection from the Fire Department must be obtained prior to any ignition of fireworks.

## **Tents or Canopies**

A permit is required from the Fire Department to erect a tent excess of 200 square feet or a canopy in excess of 400 square feet or any combination that exceeds the limits. Tents and canopies shall be treated with a flame retardant and labeled as such. The fee for the permit is \$349.00 and may be obtained from the Fire Department.



## EVENT INFORMATION

Type of Event:

☐ Public Concert      **XX** Fair      ☐ Festival      ☐ Community event  
☐ Parade      ☐ Demonstration      ☐ Circus      ☐ Block Party  
☐ Motion Picture      ☐ Grand Opening      ☐ Other \_\_\_\_\_

Event Title: **National City Public Safety Fair**

Event Location: **Westfield Plaza Bonita 3030 Plaza Bonita Road**

Event Date(s): From **4/18/15** to **4/18/15**

Actual Event Hours: **9** **am**/pm to **1:30** am/**pm**

Total Anticipated Attendance: **5000** ((**100** Participants **4900** Spectators))

Setup/assembly/construction Date: **4/18/15** Start time: **7 a.m.**

Please describe the scope of your setup/assembly work (specific details): **Vendors, entertainment for kids, showcasing at tables, tents, emergency services demos.**

Dismantle Date: **4/18/15** Completion Time: **5** am/**pm**

List any street(s) requiring closure as a result of this event. Include street name(s), day and time of closing and day and time of reopening.

**NO STREET CLOSURES**

## APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Sponsoring Organization: **National City Police Dept. and National City Fire Dept.**

Chief Officer of Organization (Name) **Police Chief Manuel Rodriguez**

Applicant (Name): **NCPD—PO Salvador Gil**

Address: **3030 Plaza Bonita Road**

Daytime Phone: ( **619** ) **336-4425** Evening Phone: ( **619** ) **267-2850**

Fax: (619) **336-4536** E-Mail: **sgil@nationalcityca.gov**

Contact Person "on site" day of the event: **Salvador Gil** Cellular: **(619) 600-6535**

**NOTE: THIS PERSON MUST BE IN ATTENDANCE FOR THE DURATION OF THE EVENT AND IMMEDIATELY AVAILABLE TO CITY OFFICIALS**

## FEES/PROCEEDS/REPORTING

Is your organization a "Tax Exempt, nonprofit" organization? ☒ YES ☐ NO

Are admission, entry, vendor or participant fees required? ☐ YES ☒ NO

If YES, please explain the purpose and provide amount(s):

N/A

\$ 0.00 Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ 437.00 Estimated Expenses for this event.

\$ 0.00 What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

## OVERALL EVENT DESCRIPTION ROUTE MAP/SITE DIAGRAM/SANITATION

Please provide a **DETAILED DESCRIPTION** of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides or any other pertinent information about the event.

The National City Police Dept. and the Fire Department will be hosting a "Public Safety Fair" on Saturday, April 18<sup>th</sup>, 2015. The event will take place at the Westfield Plaza Bonita Mall parking lot between 9:00 a.m. to 1:30 p.m. The location will allow us to reach out to more than just National City families. The day's events which are going to be spread out throughout the day are intended to showcase the South Bay's emergency service resources to National City families, mall shoppers, and event will consist of both static displays and live demonstrations (helicopter landing, meet and greet with pilots, K-9 demo, NCPD SWAT assault of school bus). We also have partnered with other organizations that will be providing ongoing services during the Safety Fair such as child safety seat inspections, NCPD Child ID cards, child safety town (teaching vehicle and pedestrian safety to kids), Bike rodeo (teaching bike safety to kids), NCFD simulator fire trailer, sidewalk CPR, water safety, after school activities, and various other exhibitors.



\_\_\_ YES **X** NO If the event involves the sale of cars, will the cars come exclusively from National City car dealers?  
If NO, list any additional dealers involved in the sale: \_\_\_

## OVERALL EVENT DESCRIPTION CONTINUED

\_\_ YES X NO Does the event involve the sale or use of alcoholic beverages?

YES ☒ NO Will items or services be sold at the event? If yes, please describe:

**N/A**

\_\_\_ YES **X** NO Does the event involve a moving route of any kind along streets, sidewalks or highways? If YES, attach a detailed map of your proposed route indicate the direction of travel, and provide a written narrative to explain your route.

YES \_\_\_ NO Does the event involve a fixed venue site? If YES, attach a detailed site map showing all streets impacted by the event.

**X** YES \_\_\_ NO Does the event involve the use of tents or canopies? If YES: Number of tent/canopies 30 Sizes 10X10 NOTE: A separate Fire Department permit is required for tents or canopies.

\_\_\_ YES **X** NO Will the event involve the use of the **City** or **your** stage or PA system? SPECIFY:

In addition to the route map required above, please attach a **diagram** showing the overall layout and set-up locations for the following items:

- ☐ Alcoholic and Nonalcoholic Concession and/or Beer Garden areas.
- ☐ Food Concession and/or Food Preparation areas Please describe how food will be served at the event: \_\_\_\_\_
- If you intend to cook food in the event area please specify the method: b  
\_\_\_\_ GAS \_\_\_\_ ELECTRIC \_\_\_\_ CHARCOAL \_\_\_\_ OTHER (Specify): food warmers
- ☐ Portable and/or Permanent Toilet Facilities
- Number of portable toilets: **20** (1 for every 250 people is required, unless the applicant can show that there are facilities in the immediate area available to the public during the event)
- ☐ Tables # **40** and Chairs # **100** **NOT REQUESTED FROM THE CITY**
- ☐ Fencing, barriers and/or barricades **Caution tape to outline perimeter of the event.**
- ☐ Generator locations and/or source of electricity **YES—NOT requested from the city**
- ☐ Canopies or tent locations (include tent/canopy dimensions) **30 (10x10)**
- ☐ Booths, exhibits, displays or enclosures **30**
- ☐ Scaffolding, bleachers, platforms, stages, grandstands or related structures
- ☐ Vehicles and/or trailers **Fire engine, PD vehicles, helicopter**
- ☐ Other related event components not covered above
- ☐ Trash containers and dumpsters **Provided by Westfield Plaza Bonita**

(Note: You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event the area must be returned to a clean condition.) Number of trash cans: **30** Trash containers with lids:

Describe your plan for clean-up and removal of waste and garbage during and after the event:

## **SAFETY/SECURITY/ACCESSIBILITY**

Please describe your procedures for both Crowd Control and Internal Security: NCPD will have police presence in the form of officers, reserves officers and Explorers. Westfield Plaza Bonita will also have their security personnel and off-duty officers.

☐ YES ☒ NO Have you hired any Professional Security organization to handle security arrangements for this event? If YES, please list:

Security Organization: NCPD

Security Organization Address: \_\_\_\_\_

Security Director (Name): \_\_\_\_\_ Phone: \_\_\_\_\_

☐ YES ☒ NO Is this a night event? If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators:

\_\_\_\_\_  
\_\_\_\_\_

Please indicate what arrangement you have made for providing First Aid Staffing and Equipment.  
NCFD and AMR medics be present to provide medical attention

Please describe your Accessibility Plan for access at your event by individuals with disabilities:  
No special conditions needed. Event will be held in the parking lot.

## **PARKING PLAN/MITIGATION OF IMPACT**

Please provide a detailed description of your PARKING plan:

Westfield Plaza Bonita has nine dedicated parking lots that are used by mall patrons and will be accessible to all fair participants.

Please describe your plan for DISABLED PARKING:

Existing designated spaces provided by the mall will be used.

Please describe your plans to notify all residents, businesses and churches impacted by the event: Media release, community meetings, social media advertising.

**NOTE: Neighborhood residents must be notified 72 hours in advance when events are scheduled in the City parks.**

## ENTERTAINMENT/ATTRACTIONS AND RELATED EVENT ACTIVITIES

☒ YES ☐ NO Are there any musical entertainment features related to your event? If YES, please state the number of stages, number of bands and type of music. Number of Stages: \_\_\_\_\_ Number of Bands: \_\_\_\_\_

Type of Music: Radio morning talk-show playing variety of music

☒ YES ☐ NO Will sound amplification be used? If YES, please indicate: Start time:

10 am/pm Finish Time 1 am/pm

☐ YES ☒ NO Will sound checks be conducted prior to the event? If YES, please indicate: Start time: \_\_\_\_\_ am/pm Finish Time \_\_\_\_\_ am/pm

Please describe the sound equipment that will be used for your event:

N/A

☒ YES ☐ NO Fireworks, rockets, or other pyrotechnics? If YES, please describe:

NCPD SWAT will be using flash bang devices during the demonstration.

☒ YES ☐ NO Any signs, banners, decorations, special lighting? If YES, please describe:

Directional signs, posters, and banners.

# City of National City

## **PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit.

Organization National City Police Dept.

Person in Charge of Activity S. Gil

Address 1200 National City Blvd.

Telephone 619-336-4411 Date(s) of Use 4/18/15

## **HOLD HARMLESS AGREEMENT**

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorneys fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

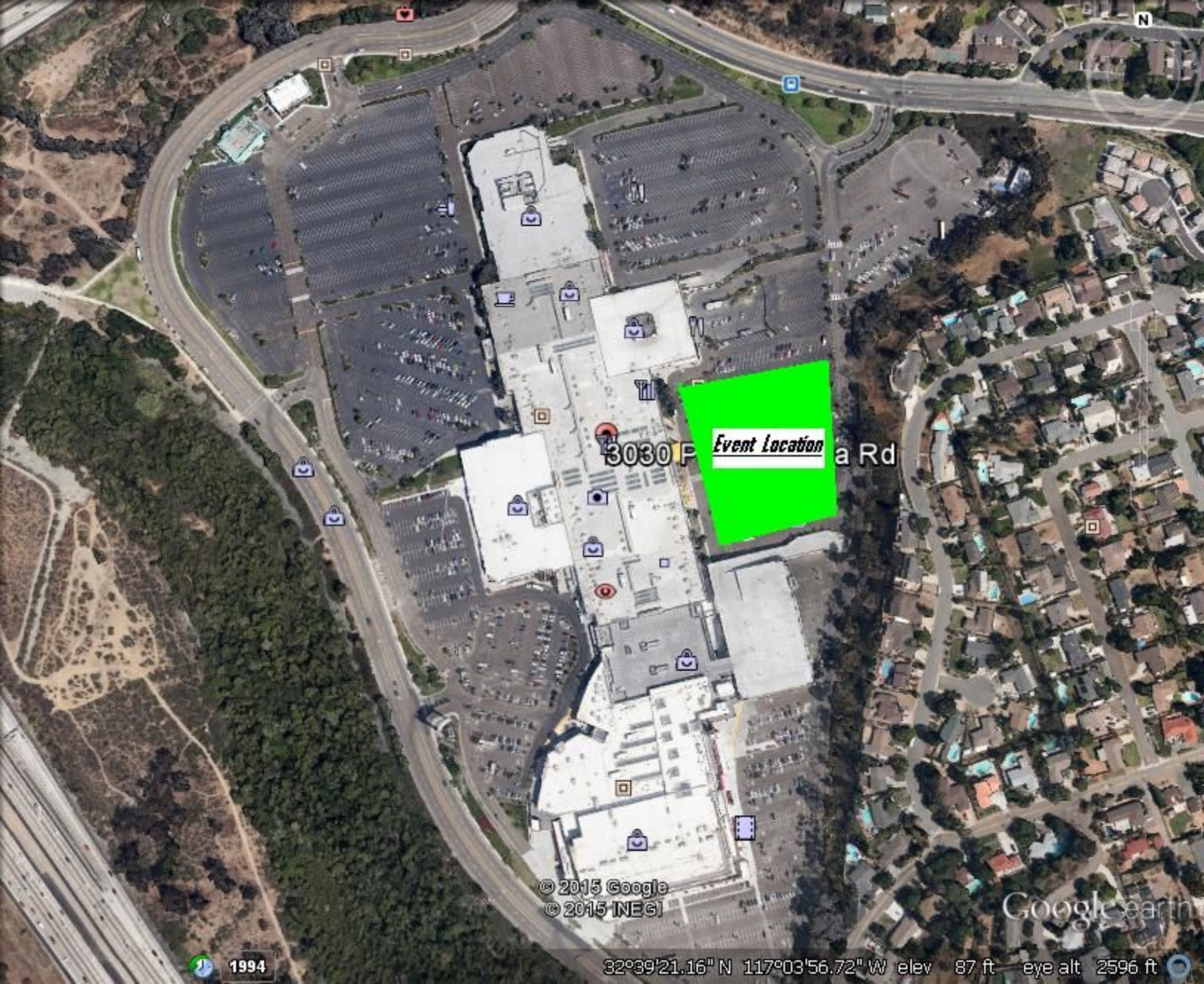
Signature of Applicant Official Title Date

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*For Office Use Only*

Certificate of Insurance Approved \_\_\_\_\_ Date \_\_\_\_\_





3030 P *Event Location* a Rd

© 2015 Google  
© 2015 INEGI

Google earth

1994

32°39'21.16" N 117°03'56.72" W elev 87 ft eye alt 2596 ft



Event Perimeter

Safety  
Seat  
Inspection

Exhibitor  
Area

Demonstration Area

Safety Town

Bike Rodeo

© 2015 INEGI

Google earth

1994

32°39'22.35" N 117°03'51.61" W elev 46 ft eye alt 515 ft

**CITY OF NATIONAL CITY  
NEIGHBORHOOD SERVICES DIVISION  
APPLICATION FOR A TEMPORARY USE PERMIT  
RECOMMENDED APPROVALS AND CONDITIONS OF APPROVAL**

SPONSORING ORGANIZATION: NCPD & NCFD

EVENT: **National City Public Safety Fair**

DATE OF EVENT: **April 18, 2015**

TIME OF EVENT: **9 a.m. to 1:30 p.m.**

APPROVALS:

|                       |           |        |                      |
|-----------------------|-----------|--------|----------------------|
| DEVELOPMENT SERVICES  | YES [ x ] | NO [ ] | SEE CONDITIONS [ x ] |
| COMMUNITY SERVICES    | YES [ x ] | NO [ ] | SEE CONDITIONS [ ]   |
| RISK MANAGER          | YES [ x ] | NO [ ] | SEE CONDITIONS [ x ] |
| PUBLIC WORKS          | YES [ x ] | NO [ ] | SEE CONDITIONS [ x ] |
| FINANCE               | YES [ x ] | NO [ ] | SEE CONDITIONS [ x ] |
| FIRE                  | YES [ x ] | NO [ ] | SEE CONDITIONS [ x ] |
| POLICE                | YES [ x ] | NO [ ] | SEE CONDITIONS [ ]   |
| NEIGHBORHOOD SERVICES | YES [ x ] | NO [ ] | SEE CONDITIONS [ ]   |
| CITY ATTORNEY         | YES [ x ] | NO [ ] | SEE CONDITIONS [ ]   |

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CONDITIONS OF APPROVAL:

FINANCE (619) 336-4330

All vendors must have business license and all food vendors must have Health Permit and/or Health Card.

FIRE (619) 336-4550

Stipulations required by the Fire Department for this event are as follows:

- 1) Access to the area to be maintained at all times, entrances and emergency roadways
- 2) Fire Department access into and through event areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches
- 3) Fire Hydrants and fire suppression systems, shall not be blocked or obstructed
- 4) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s)



- 5) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s)
- 6) If tents or canopies are used, the following information shall apply:
- Tents having an area from 0-200 square feet shall be \$200.00
  - Tents having an area more than 201 square feet shall be \$400.00
  - Canopies having an area from 0-400 square feet shall be no charge.
  - Canopies from 401-500 square feet shall be \$250.00.
  - Canopies from 501-600 square feet shall be \$300.00.
  - Canopies from \$601.00 or greater shall be \$400.00.
  - Multiple tents and or canopies placed together equaling or greater than the above stated information shall be charged accordingly.
  - Tents shall be flame-retardant treated with an approved State Fire Marshal seal attached. A permit from the Fire Department must be obtained. Fees can only be waived by the City Council.
- A ten feet separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained
- 7) Tents, canopies, and membrane structures, shall not be located within **20** feet of lot lines, buildings, **parked vehicles** or internal combustion engines. For the purpose of determining required distances, support ropes/tape and guy wires shall be considered as part of the temporary membrane structure, tent or canopy
- 8) Provide a minimum of 2A:10BC fire extinguishers inside tent/canopy areas. Extinguisher to be mounted in a visible location between 3½' to 5' from the floor to the top of the extinguisher (*See Attached*). Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance. A sign describing location of extinguisher (*Fire Extinguisher*) shall be placed immediately above the fire extinguisher
- 9) **If a tent is used, the following shall apply (#'s 10-22):**  
Exit openings from tents shall remain open unless covered by a flame – resistant curtain. The curtain shall comply with the following:
- Curtains shall be free sliding on a metal support. The support shall be a minimum of 80 inches above the floor level at the exit. Then curtains shall be so arranged that, when open, no part of the curtain obstructs the exit
  - Curtains shall be of a color, or colors, that contrast with the color of the tent
- 10) In public tent areas, smooth surfaced, unobstructed aisles having a minimum width of not less than 44 inches shall be provided from seating areas, and aisles shall be progressively increased in width to provide, at all points, not less than 1 foot of isles width for each 50 persons served by such aisles at the point

- 11) The arrangement of aisles shall be subject to approval by the fire code official and shall be maintained clear at all times during occupancy
- 12) All chairs used for seating inside tent shall be secured to one another using approved chair binding methods
- 13) Exits shall be clearly marked. Exit signs shall be installed at required exit doorways and where otherwise necessary to indicate clearly the direction of egress when the exit serves and occupant of 50 or more
- 14) Exit signs shall be **GREEN** in color and shall be of an approved self-illumination type or shall be internally or externally illuminated by luminaries supplied in the following manner:
  - Two separate circuits, one of which shall be separated from all other circuits, for occupant loads of 300 or less
- 15) Means of egress shall be illuminated with light (Bug Eyes) having an intensity of not less than 1 foot-candle at the floor level while the structure is occupied. Fixtures required for means of egress illumination shall be supplied from a separate circuit or source of power
- 16) Exits, aisles and passageways shall not be blocked or have their minimum clear width obstructed in any manner by ticket offices, turnstiles, concessions, chairs, equipment, animal chutes, poles, or guy ropes, or anything whatsoever, by persons for whom no seats are available
- 17) Every room or space that is an assembly occupancy shall have the occupant load of the tent or space posted in a conspicuous place, near the main exit or exit access doorway from the room or space. Posted signs shall be of an approved legible permanent design and shall be maintained by the owner or authorized agent. The maximum occupant load of this space shall be based on room set-up and items placed inside tents or
- 18) Spot or effect lighting shall only be by electricity, and all combustibles construction located within 6 feet of such equipment shall be protected with approved noncombustible insulation not less than 9.25 inches thick
- 19) There shall be a minimum clearance of at least 3 feet between the fabric envelope and all contents located inside the tent structure
- .
- 20) The floor surface inside tents and canopy structures and grounds outside and within a 30-foot perimeter shall be kept clear of combustible waste. Such waste shall be stored in approved containers until removed from the premises

- 21) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only. Consult building official for requirements
- 22) The maximum occupancy load shall posted by the Building Official based on room configuration. At no time shall the owner or agent allow the posted occupant load to be exceeded
- 23) Internal combustion power sources that may be used for emergency power or membrane structures, shall be of adequate capacity to permit uninterrupted operation during normal operating hours. Refueling shall be conducted prior to start of the event
- 24) Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure. Internal combustion power shall be at least **20** feet away from the tent/canopy, membrane structures etc.
- 25) Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted
- 26) Participant/vendors shall be informed of hazards associated with helicopter landing and take-off. Wind associated with this maneuver, may be hazardous to all involved. Extreme caution shall be taken!
- 27) First Aid will be provided by ORGANIZATION
- 28) **A fire safety inspection is to be conducted by the Fire Department prior to operation of the event**
- 29) **Please contact the National City Fire Department to arrange a time for inspection. Periodic inspections will be conducted by the Fire Department for this event**
- 30) Request a meeting with event organizers at City Hall prior to this event

If you have any questions please feel free to contact me

PUBLIC WORKS (619) 336-4580

We have reviewed the application for subject Temporary Use Permit (TUP) and recommends approval subject to the conditions listed below.

Parks Division

No Involvement

Streets Division

No Involvement

Facilities Division

No Involvement

RISK MANAGER (619) 336-4370

Looks like all they need to do is provide us their insurance certificate and endorsement showing the City of National City as an additional named insured.

DEVELOPMENT SERVICES (619) 336-4380

The Development Services Department has no comments on the Temporary Use Permit application.

CITY ATTORNEY

Requires an indemnification and hold harmless agreement, and a policy of general liability insurance, with the City and its officials, employees, agents and volunteers as additional insureds, with amounts of coverage to be determined by the Risk Manager.

POLICE

The police department does not have any additional stipulations to add to the TUP for the Public Safety Fair. The police department will have officers on scene at all times, starting prior to the event, and going all the way through.

The following page(s) contain the backup material for Agenda Item: Warrant Register #30 for the period of 01/14/15 through 01/20/15 in the amount of \$2,164,942.10 (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** March 3, 2015

**AGENDA ITEM NO. |**

**ITEM TITLE:**

Warrant Register #30 for the period of 01/14/15 through 01/20/15 in the amount of \$2,164,942.10  
(Finance)

**PREPARED BY:** K. Apalategui

**DEPARTMENT:** Finance

**PHONE:** 619-336-4572

**APPROVED BY:** 

**EXPLANATION:**

Per Government Section Code 37208, attached are the warrants issued for the period of 01/14/15 through 01/20/15.

Consistent with Department of Finance practice, listed below are all payments above \$50,000.

| <u>Vendor</u>              | <u>Check/Wire</u> | <u>Amount</u> | <u>Explanation</u>                       |
|----------------------------|-------------------|---------------|--|
| City of San Diego          | 315791            | 57,463.00     | Fire Dispatch Services / Fire            |
| EC Constructors Inc        | 315803            | 155,402.55    | Aquatic Center Project                   |
| Kimley Horn and Assoc      | 315818            | 137,376.33    | Downtown Westside Project                |
| Pal Engineering Inc        | 315833            | 141,671.61    | 8 <sup>th</sup> St. Smart Growth Project |
| Project Professionals Corp | 315840            | 116,270.64    | 8 <sup>th</sup> St. Smart Growth Project |
| Public Emp Ret System      | 1152015           | 320,078.56    | Service Period 12/23/14-01/05/15         |

**FINANCIAL STATEMENT:**

**APPROVED:**  Finance

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ MIS

Reimbursement total \$2,164,942.10

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:** INTRODUCTION: ☐

**FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Ratification of warrants in the amount of \$2,164.942.10

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

Warrant Register #30





**WARRANT REGISTER #30  
1/20/2015**

| <u>PAYEE</u>                   | <u>DESCRIPTION</u>                            | <u>CHK NO</u> | <u>DATE</u> | <u>AMOUNT</u> |
|--------------------------------|---|---------------|-------------|---------------|
| NATIONAL CITY CHAMBER          | NC TOURISM MARKETING FEE - OCT 2014           | 315777        | 1/15/15     | 24,962.71     |
| ALDEMCO                        | CONSUMABLES / NUTRITION                       | 315778        | 1/20/15     | 117.64        |
| AMR                            | CAT TOURNIQUET                                | 315779        | 1/20/15     | 424.48        |
| AT&T MCI                       | SBC AT&T PHONE SERVICE FY15                   | 315780        | 1/20/15     | 69.23         |
| AT&T MOBILITY                  | ATT CINGULAR WIRELESS FY15                    | 315781        | 1/20/15     | 69.21         |
| ATKINS NORTH AMERICA INC       | SEWER SERV. TAX ROLL                          | 315782        | 1/20/15     | 3,375.00      |
| AVALOS, B                      | REFUND: CANDIDATE FILING FEE - 2014 ELECTIONS | 315783        | 1/20/15     | 408.00        |
| BATES, J                       | TRAINING INSTRUCTOR - BOOKS                   | 315784        | 1/20/15     | 1,694.40      |
| BEST BEST & KRIEGER ATTNY LAW  | AMENDMT TO AGREEMT - B B & K                  | 315785        | 1/20/15     | 35,261.86     |
| BOYS & GIRLS CLUB              | ANNUAL DINNER / CM RIOS                       | 315786        | 1/20/15     | 50.00         |
| BOYS & GIRLS CLUB              | ANNUAL DINNER / VM CANO                       | 315787        | 1/20/15     | 50.00         |
| CALIFORNIA ASSOCIATION OF CODE | MEMBERSHIP RENEWAL / IBARRA                   | 315788        | 1/20/15     | 75.00         |
| CAMEON, C                      | SHERMAN BLOCK SLI SESSION #1                  | 315789        | 1/20/15     | 384.00        |
| CITY OF NATIONAL CITY          | POLICE DEPARTMENT PETTY CASH                  | 315790        | 1/20/15     | 500.00        |
| CITY OF SAN DIEGO              | FIRE DISPATCH SVCS / FIRE                     | 315791        | 1/20/15     | 57,463.00     |
| COPWARE INC                    | SUBSCRIPTION / SITE LICENSE / POLICE          | 315792        | 1/20/15     | 2,220.00      |
| COUNTY OF SAN DIEGO            | SHARE OF PC REVENUE - DEC 2014                | 315793        | 1/20/15     | 7,191.00      |
| COUNTY OF SAN DIEGO            | SHARE OF PC REVENUE - NOV 2014                | 315794        | 1/20/15     | 6,992.25      |
| COUNTY OF SAN DIEGO            | REGIONAL COMMUNICATIONS SYSTEM                | 315795        | 1/20/15     | 7,526.00      |
| COX COMMUNICATIONS             | COX INTERNET SERVICES FY15                    | 315796        | 1/20/15     | 3,835.39      |
| MERYRICA, D                    | REFUND: PARKING CITATION NC1140805021         | 315797        | 1/20/15     | 45.00         |
| DELL MARKETING CORP            | 16GB 1333MHZ LOW VOLTAGE MOD                  | 315798        | 1/20/15     | 13,243.94     |
| DELTA DENTAL                   | DENTAL INS PREMIER - JAN 2015                 | 315799        | 1/20/15     | 13,994.86     |
| DELTA DENTAL INSURANCE CO      | PMI DENTAL INS - JAN 2015                     | 315800        | 1/20/15     | 2,854.50      |
| D-MAX ENGINEERING              | NC STORMWATER FY 14-15                        | 315801        | 1/20/15     | 16,717.55     |
| DOKKEN ENGINEERING             | PLAZA BLVD. WIDENING PROJECT                  | 315802        | 1/20/15     | 7,315.80      |
| EC CONSTRUCTORS INC            | AQUATIC CENTER PROJECT                        | 315803        | 1/20/15     | 155,402.55    |
| ENTERPRISE FLEET MANAGEMENT    | ENTERPRISE LEASE AND MAINTENANCE VEHICLE      | 315804        | 1/20/15     | 20,573.76     |
| ESGIL CORPORATION              | BLDG INSPECTIONS                              | 315805        | 1/20/15     | 2,946.80      |
| ESGIL CORPORATION              | BUILDING INPECTION FEES                       | 315806        | 1/20/15     | 3,486.00      |
| EXPERIAN                       | CREDIT CHECKS / PD                            | 315807        | 1/20/15     | 37.50         |
| FELIX, Y                       | SUBSISTENCE: CIVILIAN MANAGEMENT SEMINAR      | 315808        | 1/20/15     | 640.00        |
| FELLOWS, M                     | EDUCATIONAL REIMBURSEMENT                     | 315809        | 1/20/15     | 1,200.00      |
| FON-JON KENNELS                | FEES FOR POLICE K9'S FY2015                   | 315810        | 1/20/15     | 552.50        |
| GOLDEN WEST COLLEGE            | TUITION/MATERIALS - S.W.A.T. ACADEMY          | 315811        | 1/20/15     | 798.00        |
| GONZALEZ, L                    | REIMB / MEMBERSHIP FOR CWEA                   | 315812        | 1/20/15     | 156.00        |
| HARRIS & ASSOCIATES INC        | 8TH ST. SMART GROWTH                          | 315813        | 1/20/15     | 1,099.73      |
| HEALTH & HUMAN                 | EMPLOYEE ASST PROGRAM                         | 315814        | 1/20/15     | 744.64        |
| HERNANDEZ, C                   | REFUND: PARKING CITATION NC1140915012         | 315815        | 1/20/15     | 13.00         |
| JERAULDS CAR CARE CENTER       | R & M CITY VEHICLE REPAIRS                    | 315816        | 1/20/15     | 2,850.34      |
| SEATON MSEMAJI, K              | REFUND: CANDIDATE FILING FEE 2014 ELECTIONS   | 315817        | 1/20/15     | 408.00        |
| KIMLEY HORN AND ASSOC INC      | DOWNTOWN WESTSIDE PROJECT                     | 315818        | 1/20/15     | 137,376.33    |
| KONICA MINOLTA                 | COPIER EQUIPMENT LEASE                        | 315819        | 1/20/15     | 3,470.86      |
| LIEBERT CASSIDY WHITMORE       | REGISTRATION: ANNUAL PUBLIC SECTOR            | 315820        | 1/20/15     | 500.00        |
| MATTHEW BENDER & CO INC        | CA LANDLORD - TENANT LITIGATION               | 315821        | 1/20/15     | 167.24        |
| MAZZARELLA LORENZANA LLP       | LEGAL SVCS TO PURSUE INDEMNITY                | 315822        | 1/20/15     | 14,429.78     |
| MENDIVIL, A                    | REFUND: CANDIDATE FILING FEE - 2014 ELECTIONS | 315823        | 1/20/15     | 408.00        |
| METRO AUTO PARTS DISTRIBUTOR   | MOP#75943 AUTOMOTIVE PARTS                    | 315824        | 1/20/15     | 1,311.41      |
| MORRISON, R                    | REFUND: CANDIDATE FILING FEE - 2014 ELECTIONS | 315825        | 1/20/15     | 408.00        |
| MUNICIPAL CODE CORPORATION     | MUNICIPAL CODE SUPPLEMENT #41                 | 315826        | 1/20/15     | 393.50        |



**WARRANT REGISTER #30  
1/20/2015**

| <u>PAYEE</u>                       | <u>DESCRIPTION</u>                            | <u>CHK NO</u> | <u>DATE</u> | <u>AMOUNT</u> |
|------------------------------------|---|---------------|-------------|---------------|
| NAPA AUTO PARTS                    | MOP#45735 AUTOMOTIVE PARTS                    | 315827        | 1/20/15     | 17.40         |
| NATIONAL CITY CHAMBER              | NC TOURISM MARKETING FEE - NOV 2014           | 315828        | 1/20/15     | 20,654.53     |
| NATIONAL CONFLICT RESOLUTION       | TUITION: THE ART & PRACTICE OF MEDIATION      | 315829        | 1/20/15     | 2,700.00      |
| NATIVIDAD, L                       | REFUND: CANDIDATE FILING FEE - 2014 ELECTIONS | 315830        | 1/20/15     | 408.00        |
| NEXUS IS INC                       | COUNCIL PHONE EXTENSION MOVES                 | 315831        | 1/20/15     | 325.00        |
| PADRE JANITORIAL SUPPLIES          | JANITORIAL SUPPLIES / NUTRITION CENTER        | 315832        | 1/20/15     | 580.02        |
| PAL GENERAL ENGINEERING INC        | 8TH ST. SMART GROWTH PROJECT                  | 315833        | 1/20/15     | 141,671.61    |
| PARRON HALL OFFICE INTERIORS       | CHAIR REPAIR SERVICES / SEC 8                 | 315834        | 1/20/15     | 134.24        |
| PEREZ, J                           | REFUND: PARKING CITATION NC3141002002         | 315835        | 1/20/15     | 35.00         |
| PERRY FORD                         | R & M CITY VEHICLE REPAIRS                    | 315836        | 1/20/15     | 7,665.16      |
| PMW ASSOCIATES                     | TUITION: CIVILIAN MANAGEMENT SEMINAR          | 315837        | 1/20/15     | 561.00        |
| POWER PLUS                         | EQUIPMENT RENTAL                              | 315838        | 1/20/15     | 390.00        |
| PROGRESSIVE SOLUTIONS INC          | HIGH SPEED STAR SLIP                          | 315839        | 1/20/15     | 2,788.53      |
| PROJECT PROFESSIONALS CORP         | 8TH ST. SMART GROWTH                          | 315840        | 1/20/15     | 116,270.64    |
| PRUDENTIAL OVERALL SUPPLY          | MOP 45742 LAUNDRY SERVICES - NSD              | 315841        | 1/20/15     | 15.02         |
| PUN & MCGEADY                      | AUDITING SERVICES FOR FY15                    | 315842        | 1/20/15     | 1,000.00      |
| RAMONA PAVING                      | 8TH ST. SAFETY ENHANCEMENTS                   | 315843        | 1/20/15     | 35,761.89     |
| RAOZ GENERAL ENGINEERING INC       | REFUND: DEPOSIT #90076 - 540 NC BLVD          | 315844        | 1/20/15     | 300.00        |
| RDO EQUIPMENT CO                   | 2014 VERMEER SC292 STUMP GRINDER              | 315845        | 1/20/15     | 18,849.37     |
| REYESCHADEZ, J                     | REFUND: PARKING CITATION NC1141103006         | 315846        | 1/20/15     | 60.00         |
| RIOS, M                            | REFUND: CANDIDATE FILING FEE - 2014 ELECTIONS | 315847        | 1/20/15     | 408.00        |
| SAFDIE RABINES ARCHITECTS          | AQUATIC CENTER                                | 315848        | 1/20/15     | 10,394.48     |
| SAN DIEGO PET SUPPLY               | MOP 45753 K-9 FOOD / POLICE                   | 315850        | 1/20/15     | 242.47        |
| SDG&E                              | STREET DIVISION GAS & ELECTRIC CHARGES        | 315851        | 1/20/15     | 5,928.57      |
| SMART SOURCE OF CALIFORNIA LLC     | MOP 63845 ENVELOPE IMPRINTS                   | 315852        | 1/20/15     | 164.62        |
| SOUTH BAY MOTORSPORTS              | R & M CITY VEHICLES AS NEEDED FY 2015         | 315853        | 1/20/15     | 784.59        |
| SPARKLETTS                         | WATER FOR MAYOR/COUNCIL FY2015                | 315854        | 1/20/15     | 2.00          |
| STAPLES ADVANTAGE                  | MOP 45704 - SUPPLIES                          | 315855        | 1/20/15     | 1,243.41      |
| SWEETWATER AUTHORITY               | INSTALLATION OF WATER SVC / 1726 WILSON       | 315856        | 1/20/15     | 32,081.00     |
| SWEETWATER AUTHORITY               | STREET DIVISION WATER BILL FOR FY 2015        | 315857        | 1/20/15     | 307.84        |
| SWRCB                              | ANNUAL PERMIT FOR D AVE ROUNDABOUT            | 315858        | 1/20/15     | 1,910.00      |
| SYSCO SAN DIEGO INC                | CONSUMABLES / NUTRITION CENTER                | 315859        | 1/20/15     | 3,115.50      |
| TELLEZ, J                          | SUBSISTENCE: COMMAND COLLEGE CLASS 57         | 315860        | 1/20/15     | 780.00        |
| THE COUNSELING TEAM                | OFFICER ASSISTANCE PROGRAM FOR FY 2015        | 315861        | 1/20/15     | 800.00        |
| THE LAW OFFICES OF EDWARD Z KOTKIN | ASSIGNMENT AND ASSUMPTION                     | 315862        | 1/20/15     | 20.00         |
| THOMSON WEST                       | ONLINE LEGAL RESEARCH                         | 315863        | 1/20/15     | 782.72        |
| THRIFTY OIL COMPANY                | REFUND: T&A #000905 - 1606 PLAZA BLVD         | 315864        | 1/20/15     | 2,000.00      |
| TORRES, E                          | ZUMBA CLASSES FOR CITY EMPLOYEES              | 315865        | 1/20/15     | 36.00         |
| TORREY PINES BANK                  | AQUATIC CENTER ESCROW                         | 315866        | 1/20/15     | 5,982.24      |
| TORREY PINES BANK                  | AQUATIC CENTER ESCROW                         | 315867        | 1/20/15     | 1,430.33      |
| TORREY PINES BANK                  | AQUATIC CENTER ESCROW                         | 315868        | 1/20/15     | 766.51        |
| URS CORPORATION                    | KIMBALL MORGAN PROJECT                        | 315869        | 1/20/15     | 196.00        |
| VCA EMERGENCY ANIMAL HOSPITAL      | STRAY ANIMAL VET CARE                         | 315870        | 1/20/15     | 77.48         |
| VERIZON WIRELESS                   | VERIZON WIRELESS FY15                         | 315871        | 1/20/15     | 7,805.65      |
| VISION SERVICE PLAN (CA)           | VISION SERVICE PLAN (CA) JAN 2015             | 315872        | 1/20/15     | 297.85        |
| WEST PAYMENT CENTER                | CLEAR INVESTIGATIVE DATABASES                 | 315873        | 1/20/15     | 464.21        |
| WILLY'S ELECTRONIC SUPPLY          | MOP 45763. SUPPLIES FOR MIS                   | 315874        | 1/20/15     | 170.28        |

A/P Total

**984,593.92**

WIRED PAYMENTS



**WARRANT REGISTER #30  
1/20/2015**

| <u>PAYEE</u>                 | <u>DESCRIPTION</u>                 | <u>CHK NO</u> | <u>DATE</u> | <u>AMOUNT</u> |
|------------------------------|------------------------------------|---------------|-------------|---------------|
| PUBLIC EMP RETIREMENT SYSTEM | SERVICE PERIOD 12/23/14 - 01/05/15 | 1152015       | 1/15/15     | 320,078.56    |

**SECTION 8 HAPS**

| Start Date | End Date  |          |
|------------|-----------|----------|
| 1/14/2015  | 1/20/2015 | 7,705.76 |

**PAYROLL**

| Pay period | Start Date | End Date  | Check Date |            |
|------------|------------|-----------|------------|------------|
| 2          | 1/6/2015   | 1/19/2015 | 1/28/2015  | 852,563.86 |

**GRAND TOTAL**

**\$ 2,164,942.10**

**Certification**

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

  
MARK ROBERTS, FINANCE

\_\_\_\_\_  
LESLIE DEESE, CITY MANAGER

**FINANCE COMMITTEE**

\_\_\_\_\_  
RONALD J. MORRISON, MAYOR-CHAIRMAN

\_\_\_\_\_  
JERRY CANO, VICE-MAYOR

\_\_\_\_\_  
ALEJANDRA SOTELO-SOLIS, MEMBER

\_\_\_\_\_  
MONA RIOS, MEMBER

\_\_\_\_\_  
ALBERT MENDIVIL, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 3<sup>rd</sup> OF MARCH, 2015.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

The following page(s) contain the backup material for Agenda Item: Warrant Register #31 for the period of 01/21/15 through 01/27/15 in the amount of \$2,561,308.46 (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** March 3, 2015

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Warrant Register #31 for the period of 01/21/15 through 01/27/15 in the amount of \$2,561,308.46  
(Finance)

**PREPARED BY:** K. Apalategui

**DEPARTMENT:** Finance

**PHONE:** 619-336-4572

**APPROVED BY:** 

**EXPLANATION:**

Per Government Section Code 37208, attached are the warrants issued for the period of 01/21/15 through 01/27/15.

Consistent with Department of Finance practice, listed below are all payments above \$50,000.

| <u>Vendor</u>           | <u>Check/Wire</u> | <u>Amount</u> | <u>Explanation</u>             |
|-------------------------|-------------------|---------------|--------------------------------|
| Tyler Technologies Inc  | 315953            | 51,136.92     | Eden Annual Support            |
| Clauss Construction     | 315963            | 559,434.04    | 2010/2100 Hoover Remed Demo    |
| The Bank of New York    | 25709             | 113,088.50    | HUD Sec 108 Loan Payment       |
| Tristar Risk Management | 27429             | 80,890.16     | Dec 2014 WC Replenishment      |
| US Bank                 | 35842             | 79,950.57     | 2004 TAB Series A Debt Service |
| US Bank                 | 35863             | 85,343.87     | 2005 TAB Series A Debt Service |
| US Bank                 | 35867             | 217,335.56    | 2005 TAB Series B Debt Service |
| US Bank                 | 35868             | 1,244,876.09  | 2011 TAB Debt Service          |

**FINANCIAL STATEMENT:**

**APPROVED:**  **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

Reimbursement total \$2,561,308.46

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:** INTRODUCTION: ☐

**FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Ratification of warrants in the amount of \$2,561,308.46

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

Warrant Register #31





**WARRANT REGISTER #31**  
**1/27/2015**

| <u>PAYEE</u>                   | <u>DESCRIPTION</u>                      | <u>CHK NO</u> | <u>DATE</u> | <u>AMOUNT</u> |
|--------------------------------|---|---------------|-------------|---------------|
| BOARD OF EQUALIZATION          | SALES TAX LIABILITY / OCT - DEC 2014    | 315875        | 1/27/15     | 1,676.00      |
| ADAMSON POLICE PRODUCTS        | SCA SUMMIT LEVEL IIIA BALLISTIC VEST    | 315876        | 1/27/15     | 3,161.00      |
| ALDEMCO                        | CONSUMABLES / NUTRITION                 | 315877        | 1/27/15     | 4,544.85      |
| ALL FRESH PRODUCTS             | FOOD / NUTRITION CENTER                 | 315878        | 1/27/15     | 1,162.42      |
| ALLSTATE INSURANCE CO          | LIABILITY CLAIM COSTS                   | 315879        | 1/27/15     | 1,492.11      |
| BEAUCHAMP FAMILY COMMERCIAL    | LEASE PAYMENT #5                        | 315880        | 1/27/15     | 6,600.00      |
| BEST BEST & KRIEGER ATTN LAW   | LIABILITY CLAIM COSTS                   | 315881        | 1/27/15     | 33.15         |
| BJ'S RENTALS                   | 3- LIGHT TOWER 1000W PORTABLE           | 315882        | 1/27/15     | 108.00        |
| BOYS & GIRLS CLUB              | ANNUAL DINNER / MORRISON                | 315883        | 1/27/15     | 50.00         |
| BOYS & GIRLS CLUB              | ANNUAL DINNER / MENDIVIL                | 315884        | 1/27/15     | 50.00         |
| CALIFORNIA ASSOCIATION OF CODE | MEMBERSHIP FEE / NSD                    | 315885        | 1/27/15     | 75.00         |
| CALIFORNIA COMMERCIAL SECURITY | MOP#45754 ELECTRICAL MATERIALS          | 315886        | 1/27/15     | 412.16        |
| CCS PRESENTATION SYSTEM INC    | DIGITAL SIGNAGE INSTALLS                | 315887        | 1/27/15     | 5,240.84      |
| CHILDREN'S HOSPITAL            | CHILD ABUSE EXAMS                       | 315888        | 1/27/15     | 1,068.00      |
| CLEAN HARBORS                  | CONTRACT SVCS JUL-DEC, 2014             | 315889        | 1/27/15     | 3,475.50      |
| COUNTY OF SAN DIEGO            | NC SAFE ROUTS TO SCHOOL                 | 315890        | 1/27/15     | 50.00         |
| COUNTY OF SAN DIEGO            | NC AND 18TH STREET BICYCLE PROJECT      | 315891        | 1/27/15     | 50.00         |
| DATA TICKET INC                | DATA TICKET APPEALS, ON-LINE ACCESS     | 315892        | 1/27/15     | 1,938.40      |
| DELL MARKETING CORP            | DELL LATITUDE 15 5000 SERIES            | 315893        | 1/27/15     | 4,956.46      |
| DELTA DENTAL                   | COBRA DENTAL INS - DEC 2014             | 315894        | 1/27/15     | 319.28        |
| DELTA DENTAL INSURANCE CO      | COBRA DENTAL INS - DEC 2014             | 315895        | 1/27/15     | 33.00         |
| DEPARTMENT OF JUSTICE          | INVESTIGATIVE SERVICES                  | 315896        | 1/27/15     | 514.00        |
| EQUIFAX INFORMATION SVCS       | CREDIT CHECKS SERVICES / S8             | 315897        | 1/27/15     | 102.82        |
| FAMILY SAFETY FOUNDATION       | LIABILITY CLAIM COSTS                   | 315898        | 1/27/15     | 7,000.00      |
| FEDEX                          | INV 271431767 / FEDEX SHIPPING          | 315899        | 1/27/15     | 176.95        |
| FIRE ETC                       | PRO WARRINGTON STATION BOOTS/FIRE       | 315900        | 1/27/15     | 3,009.42      |
| GOODYEAR TIRE & RUBBER COMPANY | MOP#72654 TIRES                         | 315902        | 1/27/15     | 337.44        |
| GOVERNMENT FINANCE OFFICERS    | POPULAR ANNUAL FINANCIAL REPORTING PGRM | 315903        | 1/27/15     | 225.00        |
| GRAINGER                       | MOP#65179 ELECTRICAL MATERIALS          | 315904        | 1/27/15     | 493.01        |
| HANDY METAL MART               | ALUMINUM SHEET 4FT X 10FT 29#           | 315905        | 1/27/15     | 321.31        |
| HEALTH NET                     | HEALTH NET- DEC 2014 R1192Q             | 315906        | 1/27/15     | 1,667.97      |
| HONEYWELL INTERNATIONAL INC    | ACTUATOR                                | 315907        | 1/27/15     | 460.71        |
| I LOVE A CLEAN SAN DIEGO       | CREEK TO BAY 2015 SPONSORSHIP           | 315908        | 1/27/15     | 1,000.00      |
| KAISER FOUNDATION HEALTH PLANS | RETIRES INS COBRA - DEC 2014            | 315909        | 1/27/15     | 1,404.78      |
| KNOX ATTORNEY SERVICE INC      | ATTORNEY SERVICE / CITY ATTORNEY        | 315910        | 1/27/15     | 80.45         |
| KONICA MINOLTA                 | COPIER EQUIP LEASE / 12/01/14-12/31/14  | 315911        | 1/27/15     | 104.19        |
| LANGUAGE LINE SERVICES         | INTERPRETATION SERVICES / POLICE        | 315912        | 1/27/15     | 17.11         |
| LEAGUE OF CALIFORNIA CITIES    | LAND USE 101 WEBINAR                    | 315913        | 1/27/15     | 50.00         |
| LOPEZ, T                       | INTERPRETATION SVCS 1/20/15             | 315914        | 1/27/15     | 140.00        |
| LORONA, E                      | REIMB - DMV COMMERCIAL LICENSE          | 315915        | 1/27/15     | 41.00         |
| LUNT, D                        | CAPPO CONFERENCE REIMB                  | 315916        | 1/27/15     | 1,229.71      |
| MAINTEX INC                    | JANITORIAL SUPPLIES / NSD               | 315917        | 1/27/15     | 314.38        |
| MELLADO DESIGNS                | POLO SHIRTS WITH CITY LOGO / MENDIVIL   | 315918        | 1/27/15     | 43.20         |
| METRO FIRE & SAFETY            | ANNUAL FIRE EXTINGUISHER SYSTEM         | 315919        | 1/27/15     | 183.79        |
| MORRISON, R                    | REIM / DINNER MEETING ROSARITO STAFF    | 315920        | 1/27/15     | 269.47        |
| MOTOR COP SHOP, INC.           | HELMET & HEADSET / POLICE               | 315921        | 1/27/15     | 714.31        |
| NAN MCKAY AND ASSOC INC        | SECTION 8 SUBSCRIPTION FOR HOUSING      | 315922        | 1/27/15     | 448.00        |
| NATIONAL CITY CHAMBER          | COMMERCE INSTALLATION DINNER            | 315923        | 1/27/15     | 3,500.00      |
| NATIONAL CITY CHAMBER          | HOLIDAY FIESTA MIXER / MENDIVIL         | 315924        | 1/27/15     | 15.00         |
| NATIONAL CITY TROPHY           | MOP#66556 BUILDING MATERIALS            | 315925        | 1/27/15     | 17.28         |



**WARRANT REGISTER #31**  
**1/27/2015**

| <u>PAYEE</u>                   | <u>DESCRIPTION</u>                           | <u>CHK NO</u> | <u>DATE</u> | <u>AMOUNT</u> |
|--------------------------------|--|---------------|-------------|---------------|
| NATIONAL EMBLEM INC            | NATIONAL CITY POLICE PATCHES                 | 315926        | 1/27/15     | 310.42        |
| OPPER & VARCO LLP              | LEGAL SERVICES / CITY ATTORNEY               | 315927        | 1/27/15     | 7,984.67      |
| PACIFIC AUTO REPAIR            | MOP#72448 AUTOMOTIVE EQUIPMENT               | 315928        | 1/27/15     | 106.75        |
| PADRE JANITORIAL SUPPLIES      | JANITORIAL SUPPLIES / NUTRITON CENTER        | 315929        | 1/27/15     | 382.51        |
| PERRY FORD                     | MOP#45703 AUTOMOTIVE EQUIPMENT               | 315930        | 1/27/15     | 1,335.08      |
| POWERSTRIDE BATTERY CO INC     | MOP#67839 AUTOMOTIVE EQUIPMENT               | 315931        | 1/27/15     | 1,272.05      |
| PRO BUILD                      | MOP# 45707 ELECTRICAL MATERIALS              | 315932        | 1/27/15     | 2,039.66      |
| PRUDENTIAL OVERALL SUPPLY      | MOP#45742 LAUNDRY AND CLEANING SERVICES      | 315933        | 1/27/15     | 467.25        |
| RADIATION DETECTION COMPANY    | FILM BADGE SERVICE                           | 315934        | 1/27/15     | 11.45         |
| ROMERO'S ROOFING SERVICE INC   | ROOF LEAK REPAIRS                            | 315935        | 1/27/15     | 650.00        |
| RON BAKER CHEVROLET            | OIL CHANGE / PW                              | 315936        | 1/27/15     | 1,132.06      |
| S D COUNTY SHERIFF'S DEPT      | CAL-ID PROGRAM . JUL - DEC 2014 / POLICE     | 315937        | 1/27/15     | 8,378.00      |
| SAFRAN MORPHOTRUST             | INVESTIGATIVE SERVICES                       | 315938        | 1/27/15     | 26.00         |
| SAN DIEGO AIR POLLUTION        | PERMIT ANNUAL RENEWAL                        | 315939        | 1/27/15     | 309.00        |
| SAN DIEGO MIRAMAR COLLEGE      | TUITION: FIELD TRAINING OFFICER UPDATE       | 315940        | 1/27/15     | 23.00         |
| SDG&E                          | FACILITIES DIVISION GAS & ELECTRIC           | 315941        | 1/27/15     | 23,893.68     |
| SEAPORT MEAT COMPANY           | MEATS / NUTRITION CENTER                     | 315942        | 1/27/15     | 1,232.65      |
| SMART SOURCE OF CALIFORNIA LLC | LETTERHEAD & ENVELOPE MASTER SHELLS          | 315943        | 1/27/15     | 2,850.68      |
| SOUTH COUNTY BUICK GMC         | OIL CHANGE - FILTER, FLUIDS / PW             | 315944        | 1/27/15     | 1,030.46      |
| SOUTHWEST SIGNAL SERVICE       | TRAFFIC CONTROL DEVICES                      | 315945        | 1/27/15     | 1,553.62      |
| SPARKLETTS                     | WATER FOR MAYOR/COUNCIL FY15                 | 315946        | 1/27/15     | 36.81         |
| STAPLES ADVANTAGE              | MOP 45704 OFFICE SUPPLIES - PD               | 315947        | 1/27/15     | 3,066.50      |
| SWEETWATER AUTHORITY           | FACILITIES DIVISION WATER BILL               | 315948        | 1/27/15     | 11.28         |
| SYSCO SAN DIEGO INC            | CONSUMABLES / NUTRITION CENTER               | 315949        | 1/27/15     | 3,719.74      |
| THE LIGHTHOUSE INC             | MOP#45726 AUTOMOTIVE PARTS                   | 315950        | 1/27/15     | 470.28        |
| TSHIRT MART                    | T-SHIRTS EMBROIDERED / MORRISON              | 315951        | 1/27/15     | 135.07        |
| TURNER'S PORTABLE WELDING      | WELD REPAIR SWEEPER / PW                     | 315952        | 1/27/15     | 120.00        |
| TYLER TECHNOLOGIES INC         | EDEN ANNUAL SUPPORT                          | 315953        | 1/27/15     | 51,136.92     |
| U S BANK                       | CREDIT CARD EXP - SA                         | 315954        | 1/27/15     | 125.31        |
| UNITED ROTARY BRUSH CORP       | MOP#62683 AUTOMOTIVE PARTS                   | 315955        | 1/27/15     | 966.55        |
| V & V MANUFACTURING            | NEW BADGES / POLICE                          | 315956        | 1/27/15     | 135.37        |
| VERIZON WIRELESS               | VERIZON WIRELESS / 11/24/14-12/23/14 / SEC 8 | 315957        | 1/27/15     | 434.69        |
| WEST PAYMENT CENTER            | CA CODE UPDATES / CITY ATTORNEY              | 315958        | 1/27/15     | 1,528.21      |
| WILLY'S ELECTRONIC SUPPLY      | MOP#45763 AUTOMOTIVE PARTS                   | 315959        | 1/27/15     | 86.72         |
| BEARD, P                       | REVIEW OF TRANSCRIPTS                        | 315960        | 1/27/15     | 130.77        |
| SDG&E                          | GAS AND ELECTRIC UTILITIES / S A             | 315961        | 1/27/15     | 99.69         |
| SWEETWATER AUTHORITY           | WATER UTILITES / S A                         | 315962        | 1/27/15     | 761.30        |
| CLAUSS CONSTRUCTION            | 2010/2100 HOOVER REMED DEMO                  | 315963        | 1/27/15     | 559,434.04    |
| INNOVATIVE CONSTRUCTION        | SERVICES / ENGINEERING                       | 315964        | 1/27/15     | 2,058.00      |

**A/P Total      739,823.71**

**WIRED PAYMENTS**

|                         |                                  |       |         |              |
|-------------------------|----------------------------------|-------|---------|--------------|
| THE BANK OF NEW YORK    | HUD SECTION 108 LOAN PAYMENT     | 25709 | 1/22/15 | 113,088.50   |
| TRISTAR RISK MANAGEMENT | DECEMBER 2014 WC REPLENISHMENT   | 27429 | 1/22/15 | 80,890.16    |
| US BANK                 | 2004 TAB SERIES A DEBT SERVICE   | 35842 | 1/27/15 | 79,950.57    |
| US BANK                 | 2005 TAB - SERIES A DEBT SERVICE | 35863 | 1/27/15 | 85,343.87    |
| US BANK                 | 2005 TAB - SERIES B DEBT SERVICE | 35867 | 1/27/15 | 217,335.56   |
| US BANK                 | 2011 TAB DEBT SERVICE            | 35868 | 1/27/15 | 1,244,876.09 |



**WARRANT REGISTER #31**  
**1/27/2015**

| <u>PAYEE</u> | <u>DESCRIPTION</u> | <u>CHK NO</u> | <u>DATE</u> | <u>AMOUNT</u>          |
|--------------|--------------------|---------------|-------------|------------------------|
|              | GRAND TOTAL        |               |             | <u>\$ 2,561,308.46</u> |

## **Certification**

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, FINANCE

\_\_\_\_\_  
LESLIE DEESE, CITY MANAGER

### **FINANCE COMMITTEE**

\_\_\_\_\_  
RONALD J. MORRISON, MAYOR-CHAIRMAN

\_\_\_\_\_  
JERRY CANO, VICE-MAYOR

\_\_\_\_\_  
ALEJANDRA SOTELO-SOLIS, MEMBER

\_\_\_\_\_  
MONA RIOS, MEMBER

\_\_\_\_\_  
ALBERT MENDIVIL, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 3<sup>rd</sup> OF MARCH, 2015.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

The following page(s) contain the backup material for Agenda Item: Public Hearing - Conditional Use Permit for alcohol sales at American Multi-Cinema (AMC) located at Westfield Plaza Bonita. (Applicant: American Multi-Cinema, Inc.) (Case File 2014-19 CUP) (Planning)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** March 3, 2015

**AGENDA ITEM NO.**

**ITEM TITLE:**

Public Hearing – Conditional Use Permit for alcohol sales at American Multi-Cinema (AMC) located at Westfield Plaza Bonita. (Applicant: American Multi-Cinema, Inc.) (Case File 2014-19 CUP)

**PREPARED BY:**  Martin Reeder, AICP

**DEPARTMENT:** Planning

**PHONE:** 336-4313

**APPROVED BY:** 

**EXPLANATION:**

The project location is the AMC Plaza Bonita 14 Theater located at the Westfield Plaza Bonita. The applicant proposes to sell beer, wine, and cocktails for on-site consumption.

Council reviewed the Notice of Decision of the Planning Commission's approval at their meeting of February 3, 2015. The Council, at the request of the applicant, set the item for hearing in order to discuss modifying Conditions of Approval related to alcohol sales. The attached background report describes the proposal in detail.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ Finance

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ MIS

**ENVIRONMENTAL REVIEW:**

Categorically Exempt pursuant to Class 1, Section 15301 (Existing Facilities)

**ORDINANCE: INTRODUCTION:** ☐

**FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Staff concurs with the decision of the Planning Commission and is in support of the requested changes.

**BOARD / COMMISSION RECOMMENDATION:**

The Planning Commission approved the Conditional Use Permit.

Ayes: Alvarado, Bush, DeiaPaz, Flores    Noes: Garcia, Pruitt

Absent: Baca

**ATTACHMENTS:**

- |   |                              |
|---|------------------------------|
| 1. Background Report                        | 5. Public Hearing Notice     |
| 2. Recommended Findings for Approval/Denial | 6. PC Resolution No. 2015-03 |
| 3. Recommended Conditions of Approval       | 7. Reduced Plans             |
| 4. Location Map                             |                              |



## **BACKGROUND REPORT**

The project location is the AMC Plaza Bonita 14 Theater located at the Westfield Plaza Bonita. The movie theater is approximately 60,736 square feet in size and has 14 separate auditoriums. The movie theater was constructed in the late 2000's as part of a major renovation and expansion of the mall.

The applicant is requesting to sell beer, wine, and cocktails for on-site consumption in conjunction with expanded food menus/offerings at the existing AMC Plaza Bonita 14 Theatre. Proposed hours of alcohol sales were originally 10:30 a.m. to 10:30 p.m. Monday to Thursday, and 9:00 a.m. to 11:00 p.m. Friday to Sunday. The applicant has since requested the hours be 10:30 a.m. to 12:30 a.m. daily. Alcohol is intended to be incidental to the sale of food. The type of ABC (California Dept. of Alcoholic Beverage Control) permit being applied for is a Type 47 – On-Sale General Eating Place. This is the same type of license a restaurant would require. The applicant has stated that AMC theatres have been recognized as eating places by the Department of Alcoholic Beverage Control because they make actual and substantial sales of meals for consumption on the premises.

The format that AMC employs to sell alcoholic beverages is called MacGuffins, which is typically a small bar and/or sales counter that is separate from other uses in the theater. In this case, the applicant is proposing a seven-seat bar area in the main lobby of the AMC Plaza Bonita 14 Theatre, near to the concession area. The area is currently a video arcade. Purchasers of alcohol would make their alcohol transaction in this area separate from other sales (concessions and food items) and then take their items into the theater. The sales area is accessible only to adults aged 21 and up. Cups used for alcohol are of a standard size (for beer, wine, or cocktails) and are an opaque plastic, making identification easier. The cups are smaller than the normal soda cup provided in theaters (see attached comparison photo).

Specific measures employed by AMC to encourage responsible alcohol sales include the following:

- Card Everyone
- Identification Required for Possession
- Zero Tolerance Policy
- Distinctive Glassware
- Certified Server Training (TIPS – Training for Intervention Procedures)
- Mystery Shopper Program
- Continuous Theatre Monitoring
- Age Restrictive Signage
- Lockable Storage Areas

AMC policy allows for only one drink per ID, with a maximum of two drinks per purchase. Once an ID is checked, the consumer(s) receives a brightly-colored wrist band that must be worn at all times. In addition, there is one dedicated staff member

(alcohol compliance monitor) who monitors all of the theaters. All theaters are checked at least every 30 minutes.

The General Plan designation for the site is Major Mixed-Use, which is characterized by higher density and intensity development with an urbanized, community center-type character. The site is likewise zoned Major Mixed-Use District (MXD-2), which supports the creation of mixed-use districts that serve as primary activity centers within National City. MXD-2 districts are contemplated to function as twenty-four hour neighborhoods for residents, workers, and visitors, with housing, employment, retail, and recreational uses located in close proximity to one another.

The MXD-2 district permits, with a Conditional Use Permit (CUP), alcohol sales for on-site consumption as an accessory use to eating places. Although movie theaters are not specifically mentioned in this chapter (18.30.050), they do typically offer food for purchase. Most AMC theaters, including the Westfield Plaza Bonita location, have a varied food menu.

There are eighty-five (85) AMC theaters country-wide that feature MacGuffins, seven (7) of which are California. There are two (2) AMC locations in San Diego with a MacGuffins, Chula Vista (Chula Vista Center) and La Jolla (La Jolla Village Square). AMC Chula Vista 10 employs the standard serving model as outlined above, which is the only method currently utilized by AMC. AMC La Jolla 12 has a portioned layout, with approximately half of the theaters restricted to 21 and over only. Alcohol is only available for purchase in this part of the theater. This is an outdated model that is no longer used and is in the process of changing at the La Jolla location.

#### Hours of Operation/Alcohol Sales

The hours of operation of the theater are as follows:

- Monday – Thursday: 10:30 a.m. to 2:00 a.m.
- Friday – Sunday: 9:00 a.m. to 2:00 a.m.

The hours of alcohol sales are tailored to theater operating hours, although sales are cut off three to three-and-a-half hours prior to closing – roughly after the last movie screening starts. The last movie typically begins around 11:00 p.m.; however, there are occasional special screenings that begin at or after midnight, hence the late closing time (not typical).

- 10:30 a.m. to 12:30 a.m. daily

Alcohol Conditional Use Permits require additional information above and beyond a normal CUP. This includes additional noticing (660-foot radius including both property owners and tenants), a community meeting, distance requirements from schools, and additional conditions related to sales and times. Conditions require that alcohol sales be incidental to food service. The City's standard alcohol conditions (as mandated by Council Policy 707) require that no alcohol purchase be permitted without the sale of

food. In this case, the alcohol and food concession areas are separate, thus this requirement would be difficult to meet. The applicant is requesting that this requirement be waived. Only the City Council may waive a policy condition, although it would be pertinent for the Planning Commission to make a recommendation one way or the other. In order for the Council to waive or modify the condition, they would need to hold another public hearing after the Planning Commission makes its decision.

Staff is in favor of removal/modification of the condition, given that the sale of alcohol would be tertiary to the primary and secondary uses of movie watching and food sales. The fact that a typical movie theater experience – including a movie and concessions – is significantly more money than a typical meal alone, it is not expected that a significant amount of alcohol will be purchased by any one individual. Furthermore, the limits and standards that AMC has in place regarding alcohol sales will further protect patrons from any impacts associated with such sales. Also, as previously mentioned, the applicant is applying for a Type 47 ABC license. Therefore, the sale of alcohol may not exceed the sale of food. This is also a standard City condition.

The required community meeting was held on Thursday, October 12, 2014. One community was in attendance, as well as the applicant's representative and Planning staff. The person in attendance was not in favor of the application, stating concerns related to existing vehicular activities (racing, etc.) occurring late at night. 597 property owners and tenants were notified of the meeting. The same list was used as for this public hearing. No schools are located within 660 feet of the site.

#### Alcohol Sales Concentration/Location

Per the California State Department of Alcoholic Beverage Control (ABC), there are currently six other on-sale permits issued in this census tract (32.04):

| <b>Name</b>               | <b>Address</b>        | <b>License Type*</b> |
|---------------------------|-----------------------|----------------------|
| Outback Steakhouse        | 2980 Plaza Bonita Rd. | 47                   |
| Applebees                 | 3030 Plaza Bonita Rd. | 47                   |
| Red Robin                 | 3030 Plaza Bonita Rd. | 47                   |
| John's Incredible Pizza   | 3030 Plaza Bonita Rd. | 41                   |
| Memela's Thai Bistro (CV) | 3001 Bonita Rd.       | 41                   |
| El Torito                 | 3030 Plaza Bonita Rd. | 47                   |

- \* Type 41 - On-Sale Beer and Wine for Bona Fide Public Eating Place
- Type 47 - On-Sale General for Bona Fide Public Eating Place

All of the five licenses in National City are located at Westfield Plaza Bonita (Memela's Thai Bistro is in the City of Chula Vista).

Census tract 32.04 is comprised of the area east of Interstate 805 and south of State Route 54, including part of Bonita. The attached census tract map shows the location of the subject tract. ABC recommends a total of four on-sale alcohol permits be issued in this census tract, where six exist. Therefore, the census tract is considered to be over-concentrated.

Crime statistics provided by the Police Department (PD) indicate that the reporting area (Beat 23) has a current crime rate of 355.4%, well above the 120% considered to be a high crime area. PD also provided a Risk Assessment report, which assigns points based on the type of business, license concentration, and calls for service (among others) and ranks the business according to potential risk (low, medium, or high). In this case, AMC received a score of 16, which would indicate a medium risk. Low Risk is 0-12 points; Medium Risk 13-18 points; and High Risk 19-24 points.

The Institute for Public Strategies (IPS) also provided comment on this project. The same concerns with over-concentration were noted, as well as access to alcohol by minors. IPS stated that a plan needed to be in place so that AMC can ensure that alcohol sharing does not occur, in order to reduce the risk of youth access to alcohol. AMC's standard operating procedures, as outline above, would address these concerns. These standards are included as Conditions of Approval.

Because the sale of alcohol would be accessory to the sale of food and combined with a movie showing, no measurable increase in traffic is expected. Alcohol sales are intended to add to the service offered to existing customers. Sweetwater Road in this location has a varied Level of Service (LOS). The segment between I-805 and Valley Road has an LOS of C (A is best, F is worst), between Valley Road and Calmoor Street an LOS of A, and an LOS of E (failing) between Calmoor Street and Plaza Bonita Center Way. The site is also close to two freeways (I-805 and SR 54). 2030 numbers, as stated in the General Plan, show a general decrease in LOS (B to D), although the failing segment is showing as improved (LOS D).

One letter of concern was received in answer to the public hearing notice. The writer had concerns related to operation of the mall to the socio-economic status of the patrons. They felt that the addition of alcohol sales would be detrimental to the area.

Standard Conditions of Approval have been included with this permit, as well as conditions specific to on-sale alcohol sales per Council policy (alcohol incidental to food, hours of operation, RBSS training, etc.). The conditions are intended to reduce any potential impacts on the adjacent community. As previously mentioned, the applicant wishes to remove the condition related to the purchase of alcohol with food. They also wish to remove the requirement for owners to attend RBSS training, given that AMC is a national chain whose owners are not on site and are out of state. Staff is in favor of this modification.

The proposed project has been reviewed in compliance with the California Environmental Quality Act. Staff has determined that the proposed use is categorically exempt from environmental review pursuant to Class 1 Section 15301 (Existing Facilities), for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. The use will be conducted within an existing building and will be accessory to an existing and permitted use. No environmental impacts are anticipated as a result of expanding food and beverage options.

Planning Commission conducted a public hearing on January 12, 2015. Commissioners asked questions regarding business operations, expected sales, other owner businesses, conditions of approval, and modified hours of alcohol sales. The applicant requested two Conditions of Approval (No's. 8 and 10) to be modified and or removed. Per City Council Policy 707, only the City Council may waive or modify conditions contained in the policy. The Commission voted to approve the Conditional Use Permit based on required findings and subject to Conditions of Approval, with alcohol sales hours modified to be 10:30 a.m. to 12:30 a.m. daily.

Council reviewed the Notice of Decision of the Planning Commission's approval at their meeting of February 3, 2015. The Council, at the request of the applicant, set the item for hearing in order to discuss modifying Conditions of Approval related to alcohol sales as discussed above.

With the Project, AMC seeks to create an entertainment environment attractive to adult patrons. The movie theatre industry is currently undergoing a noteworthy transition period. Because of the advent and proliferation of Netflix, Redbox, and other new sources of entertainment, traditional movie theatres are facing significant challenges and must work to reinvent themselves. The applicant feels that the key to winning back those patrons that have opted for other entertainment options – especially adults – is the creation of a more up-scale movie experience through the provision of services and amenities beyond those customarily associated with most existing theatres. The sale of alcoholic beverages and expanded food options at the AMC 14 Theatre would increase the attractiveness of the theatre, and in turn, the Plaza Bonita shopping center.

A resolution taking action on the Council's decision will follow at a subsequent meeting.

## **RECOMMENDED FINDINGS FOR APPROVAL**

2014-19 CUP, 3050 Plaza Bonita Road

1. That the proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, since the site is zoned Major Mixed-Use District (MXD-2), which allows the sale of alcoholic beverage for on-site consumption as an accessory use to eating places subject to a CUP.
2. That the proposed use is consistent with the General Plan and any applicable specific plans, since alcohol sales are permitted, subject to a Conditional Use Permit, by the Land Use Code, which is consistent with the General Plan; and since alcohol sales for on-site consumption are a conditionally-allowed use in the Major Mixed-Use District zone.
3. That the design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, since there are five other restaurants at the Westfield Plaza Bonita that sell alcohol, and since no increase in square-footage would occur.
4. That the site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, since although there would be limited internal renovations to provide space for MacGuffins, the renovation would be minor and would not result in any increase in square footage and no expansion of the building is proposed.
5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, since the proposed use will be compatible with other nearby businesses; and since the proposed use will be subject to conditions that limit the sale of alcohol and restrict the hours that it will be available. Furthermore, the business will have multiple alcohol control policies in place.
6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act, since staff has already determined that the proposed use is categorically exempt from environmental review pursuant to Class 1 Section 15301 (Existing Facilities), for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit.
7. That the proposed use is deemed essential and desirable to the public convenience and welfare, since it will contribute to the continued viability of a movie theater, an established and allowed use in the Major Mixed-Use District zone.



8. That public convenience and necessity will be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

**RECOMMENDED FINDINGS FOR DENIAL**

2014-19 CUP, 3050 Plaza Bonita Road

1. That the proposed use is not deemed essential and desirable to the public convenience and welfare, since there is already an over-concentration of on-sale alcohol licenses in census tract 32.04 in which the subject property is located.
2. That public convenience and necessity will not be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.



## **RECOMMENDED CONDITIONS OF APPROVAL**

2014-19 CUP, 3050 Plaza Bonita Road

### **General**

1. This *Conditional Use Permit* authorizes the sale of beer, wine, and distilled spirits at AMC Plaza Bonita 14 Theater located at Westfield Plaza Bonita at 3050 Plaza Bonita Road. Plans submitted for permits associated with this project shall conform to Exhibit A, case file no. 2014-19 CUP, dated 10/23/2014.
2. Within four (4) days of approval, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the **County Clerk** and submitted to the National City Planning Department.
3. This permit shall become null and void if not exercised within one year after adoption of the Resolution of approval unless extended according to procedures specified in the Municipal Code.
4. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer.
5. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of Conditions of Approval.
6. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Executive Director that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Executive Director prior to recordation.

### **Planning**

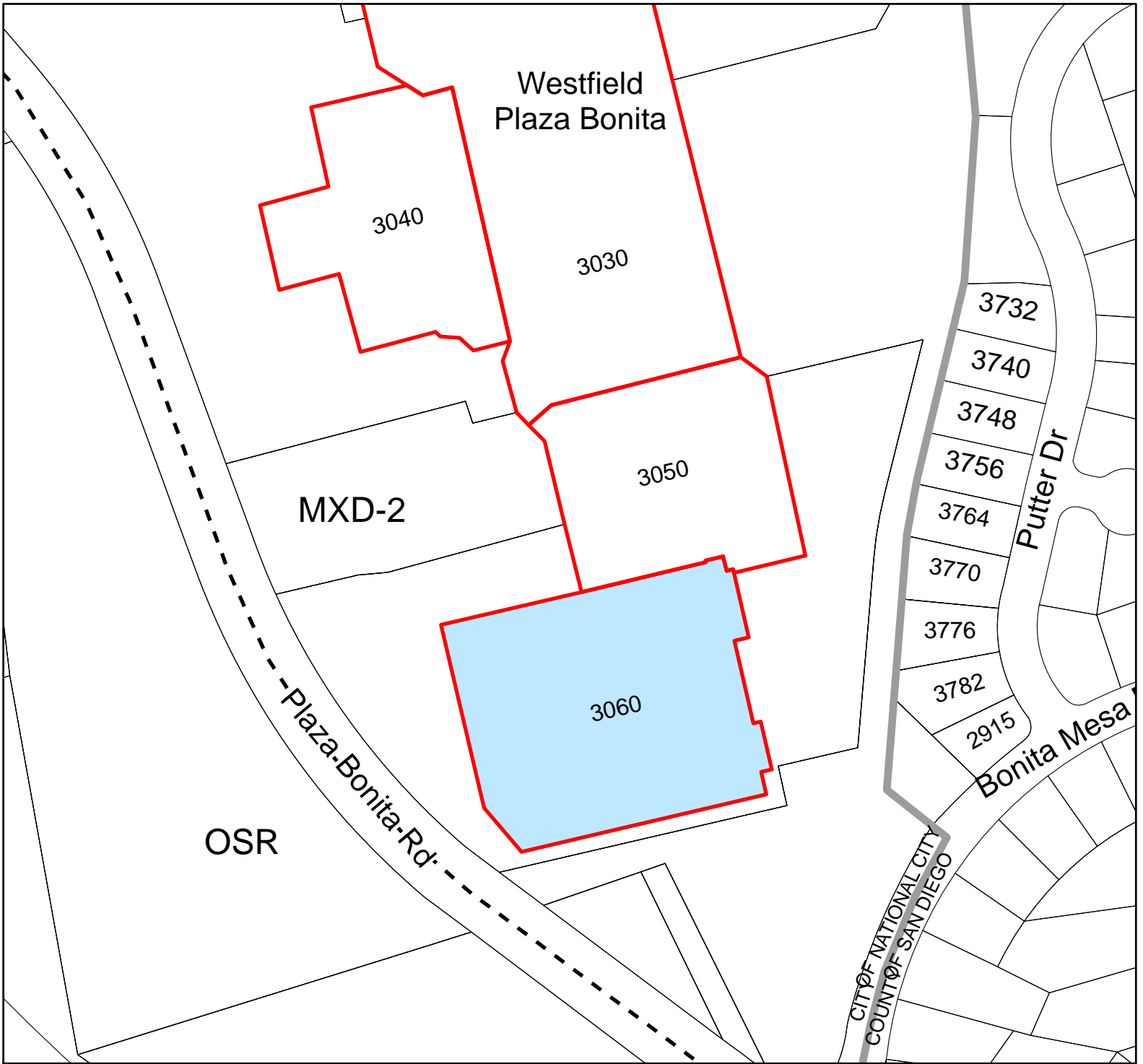
7. The sale of alcoholic beverages shall be limited to between the hours of 10:30 a.m. and 12:30 a.m. daily
8. All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.
9. The sale of alcohol shall not exceed the sale of food. With the annual renewal of the City business license, the business proprietor shall submit a statement clearly indicating total alcoholic beverage sales and total food sales. Said statement shall be subject to audit and verification by employees of the City, who are authorized to examine, audit and inspect such books and records of the license, as may be necessary in their

judgment to verify that the sale of alcohol does not exceed the sale of food. All information obtained by an investigation of records shall remain confidential.

10. Exterior advertising and signs of all types, promoting or indicating the availability of alcoholic beverages, including advertising/signs directed to the exterior from within, are prohibited. Interior displays of alcoholic beverages and signs, which are clearly visible to the exterior, shall constitute a violation of this condition.
11. All practices as specified in the application materials for Case File No. 2014-19 CUP shall be implemented and maintained prior to and during alcohol sales. Said practices shall include, but not be limited to:
  - Valid identification check prior to alcohol purchase, regardless of age.
  - Valid identification required for possession of alcoholic beverages.
  - Zero Tolerance Policy.
  - Distinctive glassware for alcoholic beverages.
  - Certified Server Training (TIPS – Training for Intervention Procedures).
  - Mystery Shopper Program.
  - Continuous theatre monitoring at least every 30 minutes per theatre.
  - Age restrictive signage.
  - All alcohol products shall be contained in locked storage areas outside of approved sales hours and when sales area not staffed.

#### Police

12. Permittee shall comply with all regulatory provisions of the Business and Professions Code that pertain to the sale, display and marketing or merchandising of alcoholic beverages.



Subject Parcel



Zone Boundary



0 75 150 300 Feet

APN:  
564-472-09

Planning Commission  
Location Map

2014-19 CUP



**CITY OF NATIONAL CITY**

**Office of the City Clerk**

1243 National City Blvd., National City, California 91950

619-336-4228 phone / 619-336-4229 fax

Michael R. Dalla, CMC - City Clerk

## **NOTICE OF PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN** that the City Council of the City of National City will hold a Public Hearing after the hour of 6:00 p.m., **Tuesday, February 17, 2015**, in the City Council Chambers, Civic Center, 1243 National City Blvd., National City, CA., to consider:

### **CONDITIONAL USE PERMIT FOR ALCOHOL SALES AT AMERICAN MULTI-CINEMA (AMC) LOCATED AT WESTFIELD PLAZA BONITA.**

The Planning Commission conducted a public hearing at their meeting of January 12, 2015 and voted 4-2 (with 1 absent) to recommend approval of the Conditional Use Permit.

Anyone interested in this matter may appear at the above time and place and be heard.

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the undersigned, or to the City Council of the City of National City at, or prior to, the Public Hearing.

January 29, 2015

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Michael R. Dalla, CMC  
City Clerk

RESOLUTION NO. 2015-03

A RESOLUTION OF THE PLANNING COMMISSION OF  
THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING A  
CONDITIONAL USE PERMIT FOR ALCOHOL SALES AT AMERICAN MULTI-CINEMA  
(AMC) LOCATED AT WESTFIELD PLAZA BONITA.CASE FILE NO. 2014-19 CUP  
APN: 564-472-09

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for alcohol sales at American Multi-Cinema (AMC) located at Westfield Plaza Bonita at a duly advertised public hearing held on January 12, 2015, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2014-19 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and,

WHEREAS, the action recited herein is found to be essential for the preservation of public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on January 12, 2015, support the following findings:

1. That the proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, since the site is zoned Major Mixed-Use District (MXD-2), which allows the sale of alcoholic beverage for on-site consumption as an accessory use to eating places subject to a CUP.
2. That the proposed use is consistent with the General Plan and any applicable specific plans, since alcohol sales are permitted, subject to a Conditional Use Permit, by the Land Use Code, which is consistent with the General Plan; and since alcohol sales for on-site consumption are a conditionally-allowed use in the Major Mixed-Use District zone.
3. That the design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, since there are five other restaurants at the Westfield Plaza Bonita that sell alcohol, and since no increase in square-footage would occur.



4. That the site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, since although there would be limited internal renovations to provide space for MacGuffins, the renovation would be minor and would not result in any increase in square footage and no expansion of the building is proposed.
5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, since the proposed use will be compatible with other nearby businesses; and since the proposed use will be subject to conditions that limit the sale of alcohol and restrict the hours that it will be available. Furthermore, the business will have multiple alcohol control policies in place.
6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act, since staff has already determined that the proposed use is categorically exempt from environmental review pursuant to Class 1 Section 15301 (Existing Facilities), for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit.
7. That the proposed use is deemed essential and desirable to the public convenience and welfare, since it will contribute to the continued viability of a movie theater, an established and allowed use in the Major Mixed-Use District zone.
8. That public convenience and necessity will be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

BE IT FURTHER RESOLVED that the application for Conditional Use Permit is approved subject to the following conditions:

**General**

1. This *Conditional Use Permit* authorizes the sale of beer, wine, and distilled spirits at AMC Plaza Bonita 14 Theater located at Westfield Plaza Bonita at 3050 Plaza Bonita Road. Plans submitted for permits associated with this project shall conform to Exhibit A, case file no. 2014-19 CUP, dated 10/23/2014.
2. Within four (4) days of approval, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the **County Clerk** and submitted to the National City Planning Department.
3. This permit shall become null and void if not exercised within one year after adoption of the Resolution of approval unless extended according to procedures specified in the Municipal Code.
4. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer.

5. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of Conditions of Approval.
6. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Executive Director that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Executive Director prior to recordation.

#### Planning

7. The sale of alcoholic beverages shall be limited to between the hours of 10:30 a.m. and 12:30 a.m. daily.
8. All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.
9. The sale of alcohol shall not exceed the sale of food. With the annual renewal of the City business license, the business proprietor shall submit a statement clearly indicating total alcoholic beverage sales and total food sales. Said statement shall be subject to audit and verification by employees of the City, who are authorized to examine, audit and inspect such books and records of the license, as may be necessary in their judgment to verify that the sale of alcohol does not exceed the sale of food. All information obtained by an investigation of records shall remain confidential.
10. Alcohol shall be available only in conjunction with the purchase of food.
11. Exterior advertising and signs of all types, promoting or indicating the availability of alcoholic beverages, including advertising/signs directed to the exterior from within, are prohibited. Interior displays of alcoholic beverages and signs, which are clearly visible to the exterior, shall constitute a violation of this condition.
12. All practices as specified in the application materials for Case File No. 2014-19 CUP shall be implemented and maintained prior to and during alcohol sales. Said practices shall include, but not be limited to:
  - Valid identification check prior to alcohol purchase, regardless of age.
  - Valid identification required for possession of alcoholic beverages.
  - Zero Tolerance Policy.
  - Distinctive glassware for alcoholic beverages.

- Certified Server Training (TIPS – Training for Intervention Procedures).
- Mystery Shopper Program.
- Continuous theatre monitoring at least every 30 minutes per theatre.
- Age restrictive signage.
- All alcohol products shall be contained in locked storage areas outside of approved sales hours and when sales area not staffed.

**Police**

13. Permittee shall comply with all regulatory provisions of the Business and Professions Code that pertain to the sale, display and marketing or merchandising of alcoholic beverages.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

**CERTIFICATION:**

This certifies that the Resolution was adopted by the Planning Commission at their meeting of January 12, 2015, by the following vote:

**AYES:** Alvarado, Bush, DelaPaz, Flores

**NAYS:** Pruitt, Garcia

**ABSENT:** Baca

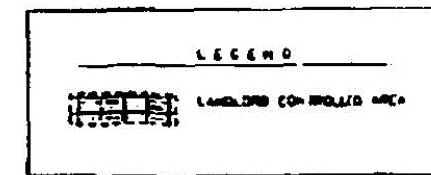
**ABSTAIN:**

  
\_\_\_\_\_  
CHAIRPERSON



EXHIBIT B

EXHIBIT B

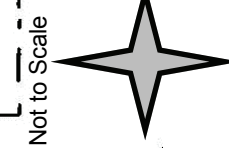


AMC Plaza Bonita 14 Theatre

TENANT'S FACILITY

ENTIRE PREMISES INCLUDES ALL OF THE LOTS AND NEW PARCELS SHOWN ON THIS EXHIBIT B2.

11249



Westfield Design  
11807 Wilshire Blvd. 11th Floor  
Los Angeles, CA 90025

AMC EXHIBIT B2  
SITE PLAN LEVEL 2  
SCALE: 1"=100' DATE: 28 APR. 2008



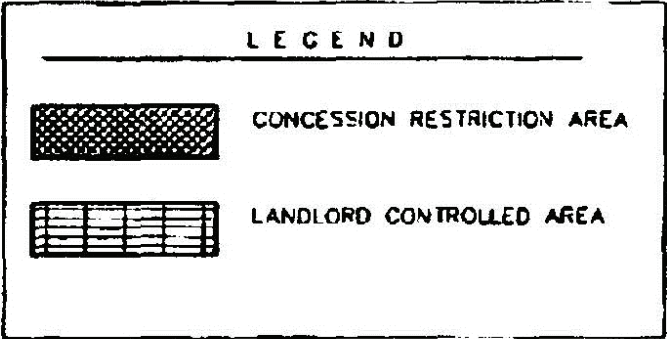
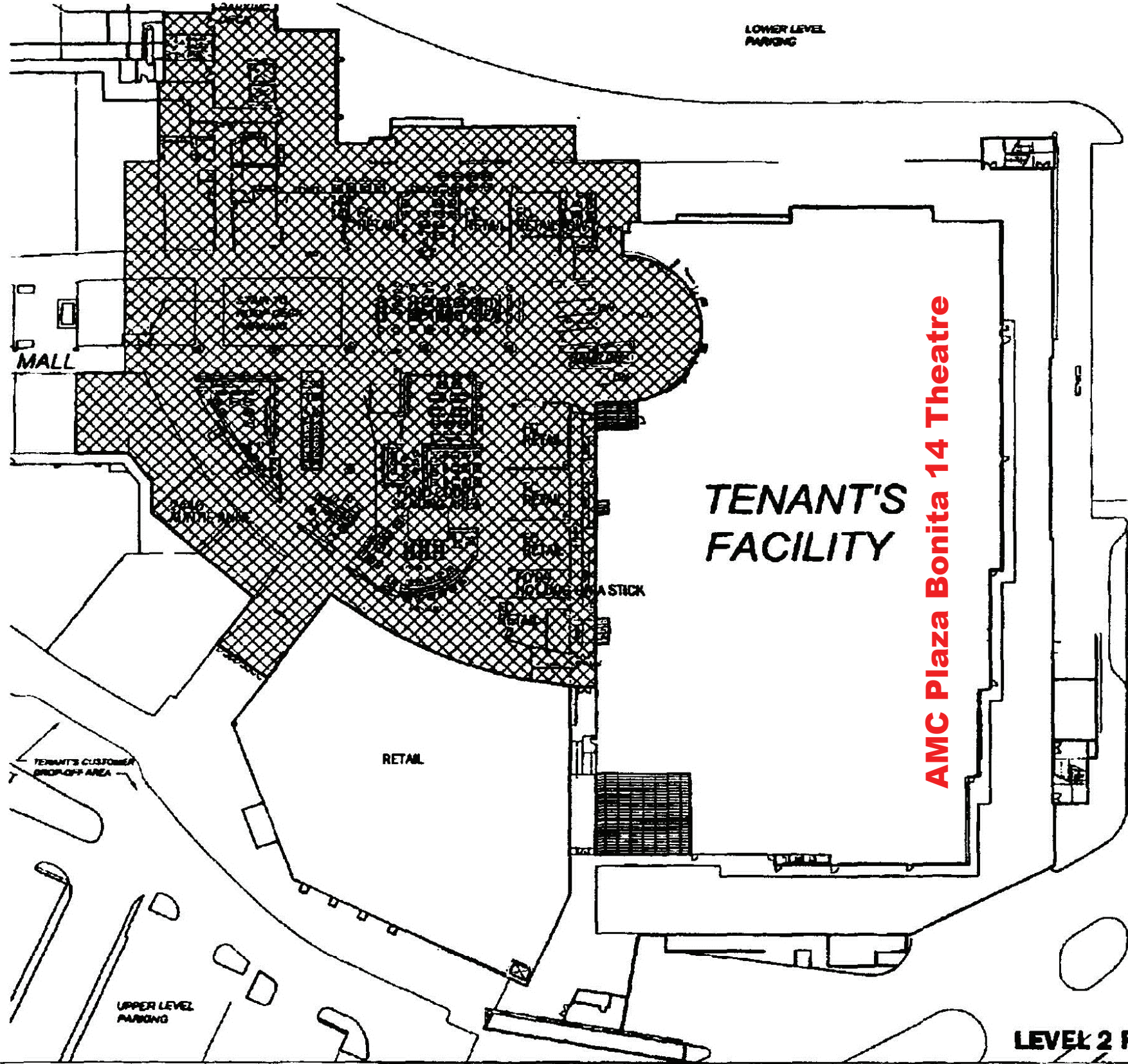
B2  
B-021

SITE PLAN

AMC Plaza Bonita 14 Theatre  
3050 Plaza Bonita Road, National City, CA 91950



EXHIBIT B

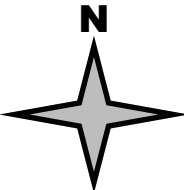


AMC Plaza Bonita 14 Theatre

SITE PLAN DETAIL

AMC Plaza Bonita 14 Theatre  
3050 Plaza Bonita Road, National City, CA 91950

11254



Not to Scale

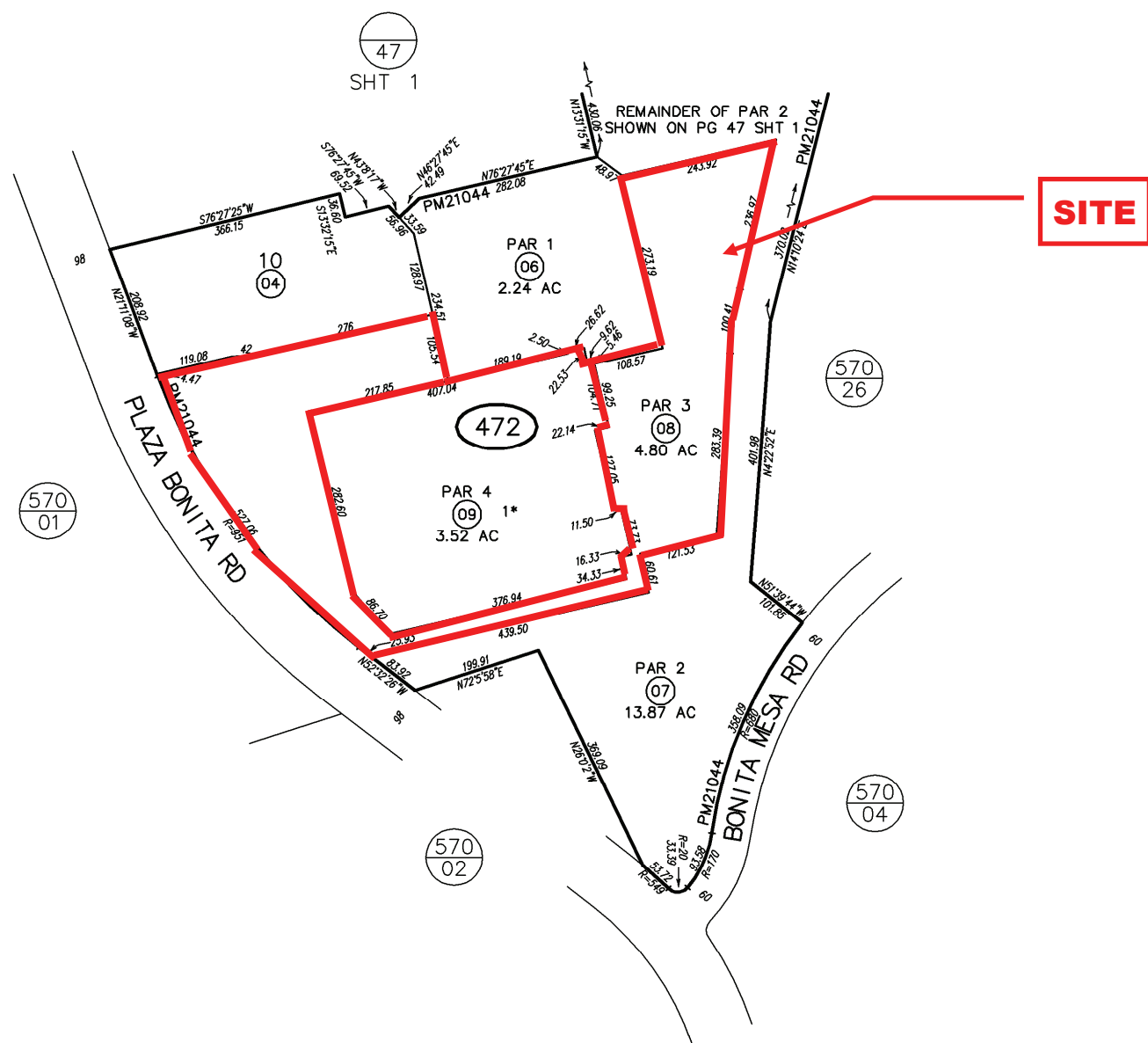
B7

AMC EXHIBIT B7  
CONCESSION RESTRICTION LEVEL 2  
SCALE: 1"=20'  
DATE: 18 MAR 2020



Westfield Design  
11801 Wilshire Blvd. 11th Floor  
Los Angeles, CA 90025

AMC



MAP 10337 – PLAZA BONITA SHOPPING CENTER

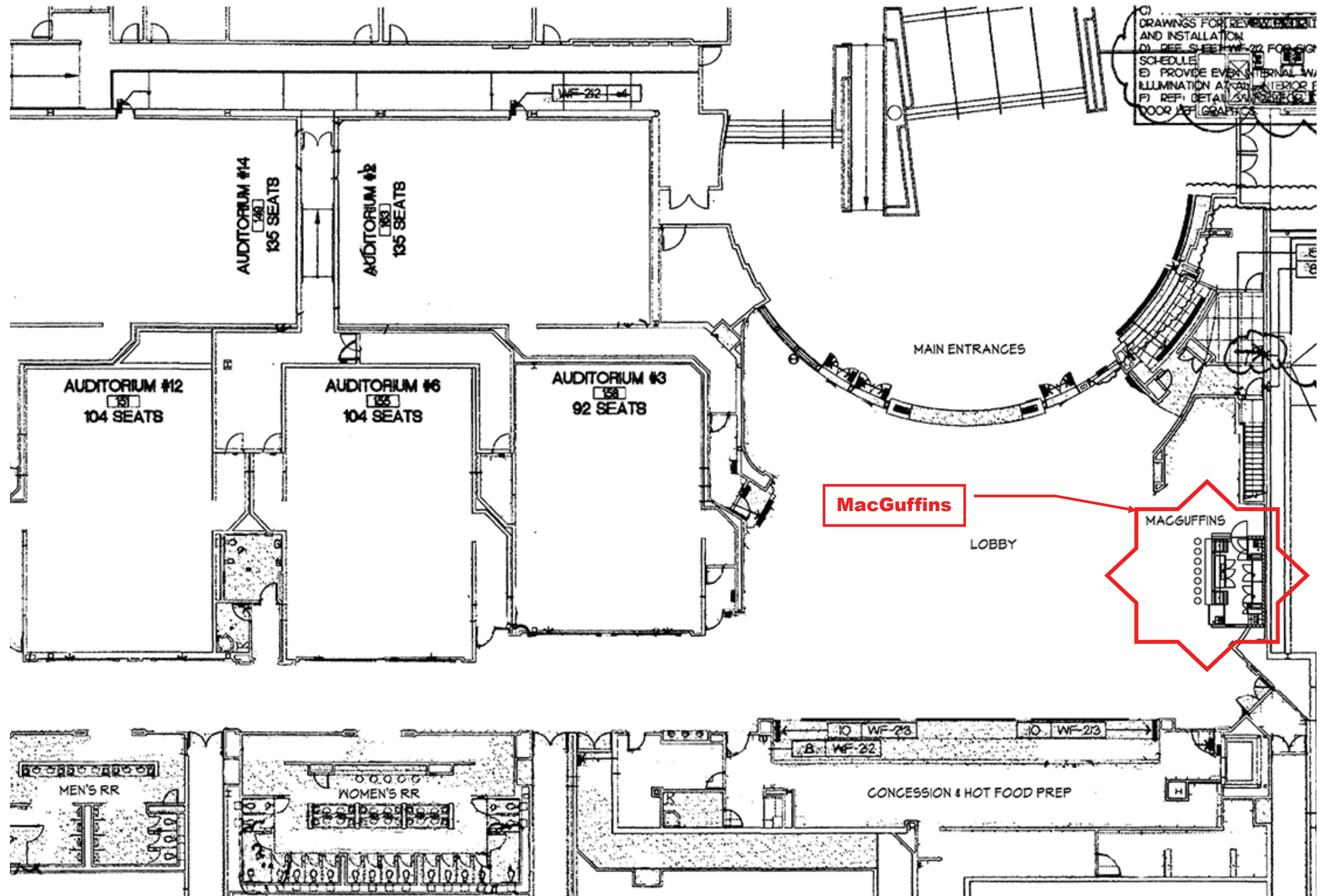
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**ASSESSOR PARCEL MAP — 564-427-08**  
AMC Plaza Bonita 14  
3050 Plaza Bonita Road, National City, CA 91950









# **FLOOR PLAN DETAIL**

AMC Plaza Bonita 14 Theatre  
 3050 Plaza Bonita Road, National City, CA 91950

The following page(s) contain the backup material for Agenda Item: An Ordinance of the City Council of the City of National City Amending Section 18.42.020 (A)(2) related to projections into required setbacks. (Applicant Gary L. Line) (Case File 2014-13 A) (Planning)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** March 3, 2015

**AGENDA ITEM NO.** \_\_\_\_\_

**ITEM TITLE:**

An Ordinance of the City Council of the City of National City Amending Section 18.42.020 (A)(2) related to projections into required setbacks. (Applicant Gary L. Line) (Case File 2014-13 A)

**PREPARED BY:**  Martin Reeder, AICP

**DEPARTMENT:** Planning 

**PHONE:** 619-336-4313

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

The City Council held a public hearing on proposed changes to amend Chapter 18.42.020 (A)(2) of the Municipal Code on February 17, 2015 and voted to approve the proposed amendment. The Ordinance was introduced at the same meeting. Final adoption of the attached ordinance is needed to complete the Code Amendment process.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.** \_\_\_\_\_

**APPROVED:** \_\_\_\_\_ **Finance**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

Not a project under CEQA

**ORDINANCE:** INTRODUCTION: ☐

FINAL ADOPTION: ☒

**STAFF RECOMMENDATION:**

Approve the Ordinance

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

Ordinance

ORDINANCE NO. 2015 – 2401

AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF NATIONAL CITY AMENDING  
NATIONAL CITY MUNICIPAL CODE SECTION 18.42.020 (A)(2)  
RELATED TO PROJECTIONS INTO REQUIRED SETBACKS

WHEREAS, pursuant to the terms and provisions of the Government Code of the State of California, proceedings were duly initiated for the amendment of the National City Municipal Code; and

WHEREAS, pursuant to legal notice, hearings were held by the Planning Commission and the City Council of National City, and all persons interested were given the opportunity to appear and be heard before said Planning Commission and City Council; and

WHEREAS, the Planning Commission has regularly and duly certified its report to the City Council of National City and has recommended such amendment.

NOW, THEREFORE, the City Council of the City of National City does ordain as follows;

Section 1. All protests, if any, against said amendment to the Municipal Code and each of them be and hereby are denied and overruled.

Section 2. That an amendment be made to Section 18.42.020 (A)(2) of Title 18 of the Municipal Code by adding paragraph (a) to Section 18.42.020(A)(2) to read as follows:

18.42.020(A)(2) Projections into setbacks and courts.

a. Bay windows or other vertical projections may be permitted, subject to the limitations stated in section 18.42.020 (A)(2), provided that no floor area is added. This may be accomplished through a minimum 36-inch gap between ground level and the lower limit of the projection, or some form of permanent interior physical limitation (cabinetry, counter, etc.). The projection may not be greater than 30% of the width of the elevation from which it projects.

Section 3. The City determines this ordinance amendment is not a “project” for purposes of CEQA, as that term is defined by Guidelines section 15378, because the project will not result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment; no development would be permitted outside of the building envelope that is currently permitted in the residential zones affected by this amendment, and no change in use is proposed that would trigger any physical changes to the environment.

*[Signature Page to Follow]*

PASSED AND ADOPTED this 3rd day of March, 2015.

---

Ron Morrison, Mayor

ATTEST:

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Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

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Claudia G. Silva  
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City approving a Conditional Use Permit for a charter school in National City Plaza at the northwest corner of Euclid and Division Avenues. (Applicant: Diego Valley Public Charter, Inc.) (Case File 20



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** March 3, 2015

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City approving a Conditional Use Permit for a charter school in National City Plaza at the northwest corner of Euclid and Division Avenues. (Applicant: Diego Valley Public Charter, Inc.) (Case File 2014-21 CUP)

**PREPARED BY:**  Martin Reeder, AICP

**DEPARTMENT:** Planning

**PHONE:** 336-4313

**APPROVED BY:** 

**EXPLANATION:**

The City Council voted to approve this item at the February 17, 2015 public hearing. The attached resolution is needed to take action on the item.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ Finance

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ MIS

**ENVIRONMENTAL REVIEW:**

Categorically Exempt pursuant to Class 1, Section 15301 (Existing Facilities)

**ORDINANCE:** INTRODUCTION: ☐

FINAL ADOPTION: ☐

**STAFF RECOMMENDATION:**

Adopt the Resolution

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Resolution

RESOLUTION NO. 2015 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
APPROVING A CONDITIONAL USE PERMIT FOR A CHARTER SCHOOL  
IN NATIONAL CITY PLAZA AT THE NORTHWEST CORNER  
OF EUCLID AND DIVISION AVENUES

WHEREAS, the City Council of the City of National City considered a Conditional Use Permit for a charter school in National City Plaza at the northwest corner of Euclid and Division Avenues, at a duly advertised public hearing held on February 17, 2015, at which time the City Council considered evidence; and

WHEREAS, at said public hearing the City Council considered the staff report provided for Case File No. 2014-21 CUP, which is maintained by the City and incorporated herein by reference, along with any other evidence presented at said hearing; and

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and

WHEREAS, the action recited herein is found to be essential for the preservation of public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of National City, California, that the testimony and evidence presented to the City Council at the public hearing held on February 17, 2015, support the following findings:

1. That the proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because the site is zoned Minor Mixed-Use District (MXD-1), which allows educational uses subject to a CUP.
2. That the proposed use is consistent with the General Plan and any applicable specific plans, because educational uses are permitted, subject to a Conditional Use Permit, by the Land Use Code, which is consistent with the General Plan; and because educational uses are a conditionally-allowed use in the Minor Mixed-Use District zone.
3. That the design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because the proposed use will be within an existing commercial suite within a shopping center and since no expansion of the building is proposed.
4. That the site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints because the proposed use will be within an existing commercial suite within a shopping center, no expansion of the building is proposed, and sufficient access to streets and highways that are adequate in width and pavement type to carry the volume and type of traffic generated by the proposed use is provided by both Euclid Avenue and Division Street, which are arterial streets.
5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located,

because the use is contained wholly within an existing building, and the use is consistent with other uses within other commercial centers in the City of National City and in San Diego County.

6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act, because staff has already determined that the proposed use is categorically exempt from environmental review pursuant to Class 1 Section 15301 (Existing Facilities), for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit.
7. That the proposed use is deemed essential and desirable to the public convenience and welfare, because it will provide a service in the area among members of the community seeking to gain a high school education.

BE IT FURTHER RESOLVED that the application for a Conditional Use Permit is approved subject to the following conditions:

General

1. This Conditional Use Permit authorizes a charter school within suites A, B, C, and E at 2 North Euclid Avenue. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform to Exhibit "A", Case File No. 2014-21 CUP, dated November 4, 2014.
2. Before this Conditional Use Permit shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the Conditional Use Permit. The applicant shall also submit evidence to the satisfaction of the Planning Department that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the Conditional Use Permit are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Executive Director prior to recordation.
3. Within four (4) days of approval, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the County Clerk and submitted to the National City Planning Department.
4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.

Building

5. Any plans submitted for improvements must comply with the 2013 edition of the California Building, Electrical, Plumbing, and Mechanical.

Fire

6. Any plans submitted for improvements must comply with the 2013 editions of the California Fire Code ("CFC") and National Fire Protection Association ("NFPA"), and the current edition of the California Code of Regulations.

Planning

7. The applicant shall provide proof of all local, state, and/or federal permits necessary for operation of the Charter School. Proof of said permits shall be provided at time of business license issuance.

Police

8. "No Loitering" signs shall be posted and maintained at highly visible areas around the entrances and exits to the school, including the parking area located to the west of the building.
9. Permittee shall comply with all regulatory provisions of the California Education Code Section 44807 related to student conduct on the way to and from school.

BE IT FURTHER RESOLVED that this Resolution shall become effective, final, and conclusive on the day following the City Council meeting where this Resolution is adopted. The time within which judicial review of this decision may be sought is governed by the provisions of Code of Civil Procedures Section 1094.6.

PASSED and ADOPTED this 3<sup>rd</sup> day of March, 2015.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

\_\_\_\_\_  
Claudia Gacitua Silva  
City Attorney

The following page(s) contain the backup material for Agenda Item: Notice of Decision – Planning Commission approval of a Conditional Use Permit for beer and wine sales at Denny's Restaurant located in Sweetwater Crossings Shopping Center (Applicant: Denfran Systems, Inc.) (Case File 2014-24 CUP) (Planning)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** March 3, 2015

**AGENDA ITEM NO.** \_\_\_\_\_

**ITEM TITLE:**

Notice of Decision – Planning Commission approval of a Conditional Use Permit for beer and wine sales at Denny's Restaurant located in Sweetwater Crossings Shopping Center (Applicant: Denfran Systems, Inc.) (Case File 2014-24 CUP)

**PREPARED BY:**  Martin Reeder, AICP

**DEPARTMENT:** Planning

**PHONE:** 336-4313

**APPROVED BY:** 

**EXPLANATION:**

Denny's Restaurant is located at 1904 Sweetwater Road in the Major Mixed-Use District Zone (MXD-2). The property is part of the Sweetwater Crossings Shopping Center. The applicant is requesting to sell beer and wine for on-site consumption (Type 41 ABC license). The restaurant serves breakfast, lunch, and dinner, and is open 24 hours a day. Alcohol sales are proposed between the hours of 6:00 a.m. to 11:00 p.m. daily. Alcohol would be stored in a walk-in cooler in the kitchen area and served upon request. Beer and wine would be served upon request and would be available by the bottle/glass (beer) and glass (wine) only.

Planning Commission conducted a public hearing on February 9, 2015. Commissioners asked questions regarding business operations, department/agency comments, and conditions of approval. The Commission voted to approve the Conditional Use Permit based on required findings and subject to Conditions of Approval.

The attached Planning Commission staff report describes the proposal in detail.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.** \_\_\_\_\_

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

Not a project per CEQA

**ORDINANCE:** INTRODUCTION: ☐

FINAL ADOPTION: ☐

**STAFF RECOMMENDATION:**

Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed.

**BOARD / COMMISSION RECOMMENDATION:**

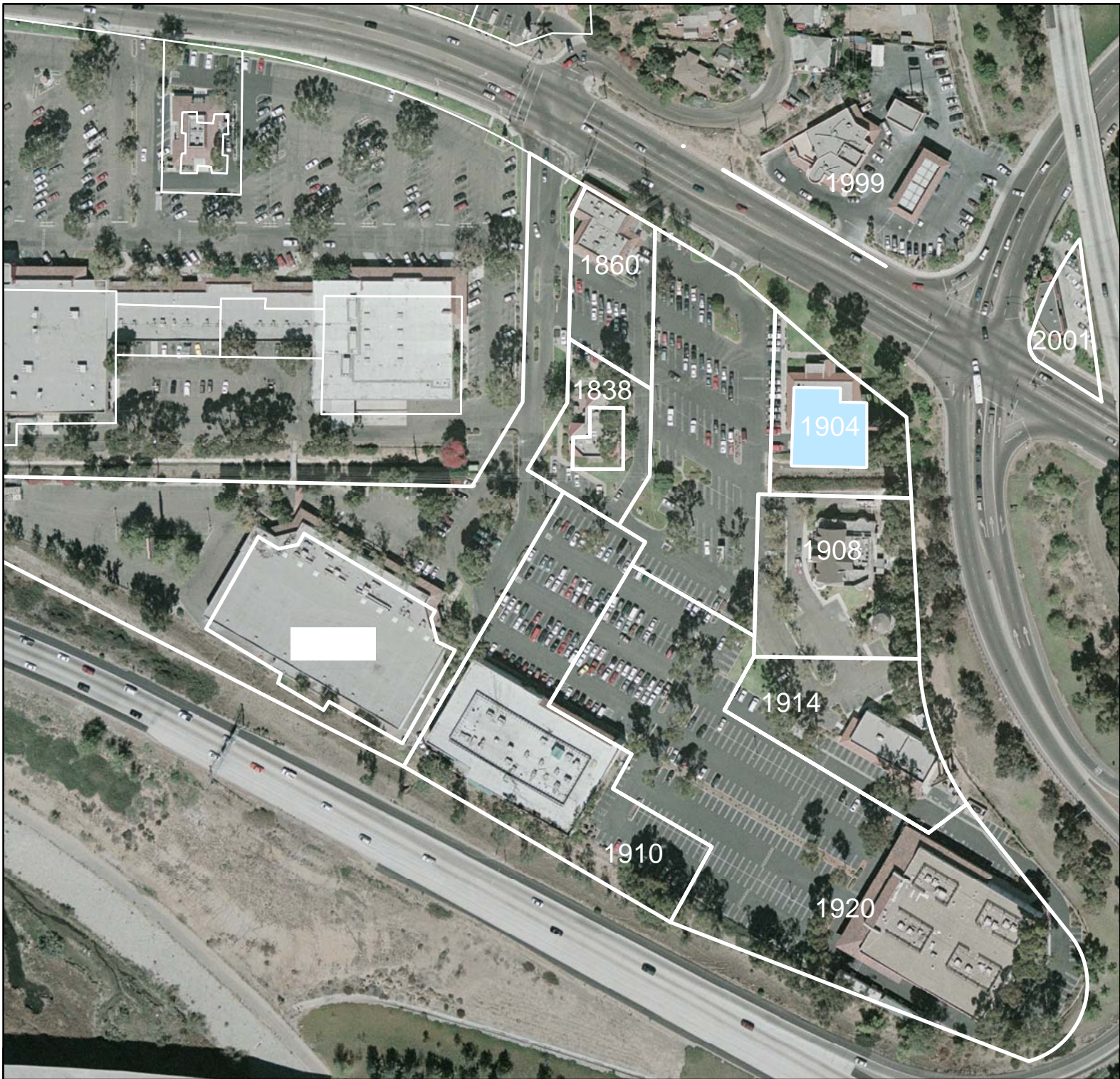
The Planning Commission approved the Conditional Use Permit.

Ayes: Alvarado, Baca, Bush, Dela Paz, Flores, Garcia, Pruitt

**ATTACHMENTS:**

- |                                     |                           |
|-------------------------------------|---------------------------|
| 1. Location Map                     | 3. Resolution No. 2015-04 |
| 2. Planning Commission Staff Report | 4. Reduced Plans          |





--- Zone Boundary

Project Location



0 100 200 400 Feet

APN:  
563-231-36

Planning Commission  
Location Map

2014-24 CUP



CITY OF NATIONAL CITY - PLANNING DEPARTMENT  
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

**PLANNING COMMISSION STAFF REPORT**

Title: CONDITIONAL USE PERMIT FOR BEER AND WINE  
SALES AT DENNY'S RESTAURANT LOCATED IN  
SWEETWATER CROSSING SHOPPING CENTER.

Case File No.: 2014-24 CUP

Location: 1904 Sweetwater Road

Assessor's Parcel No.: 563-231-36

Staff report by: Martin Reeder – Principal Planner

Applicant/Property owner: Denfran Systems, Inc. / Sweetwater Associates LP

Zoning designation: Major Mixed-Use District (MXD-2)

Adjacent land use/zoning:

North: Car Wash across Sweetwater Road / MXD-2

East: Interstate 805 / OS

South: Medical Office/Church / MXD-2

West: Commercial center / MXD-2

Environmental review: Not a project per CEQA

Staff Recommendation: Approve



## **BACKGROUND**

### **Site Characteristics**

The project location is Denny's Restaurant located at 1904 Sweetwater Road in the Major Mixed-Use District Zone (MXD-2). The property is part of the Sweetwater Crossings Shopping Center, which also includes Cornerstone Church, LA Fitness, CVS, MOR Furniture, and Staples. The area is primarily comprised of commercial uses; however, the Interstate 805 and State Route 54 freeway rights-of-way are adjacent to the east and south of the center.

### **Proposed Use**

The applicant is requesting to sell beer and wine for on-site consumption (Type 41 ABC license). The restaurant serves breakfast, lunch, and dinner, and is open 24 hours a day. Alcohol sales are proposed between the hours of 6:00 a.m. to 11:00 p.m. daily. Alcohol would be stored in a walk-in cooler in the kitchen area and served upon request. Beer and wine would be served upon request and would be available by the bottle (beer) and glass (wine) only.

### **Analysis**

The General Plan designation for the site is Major Mixed-Use, which is characterized by higher density and intensity development with an urbanized, community center-type character. The site is likewise zoned Major Mixed-Use District (MXD-2), which supports the creation of mixed-use districts that serve as primary activity centers within National City. MXD-2 districts are contemplated to function as twenty-four hour neighborhoods for residents, workers, and visitors, with housing, employment, retail, and recreational uses located in close proximity to one another. The MXD-2 district permits, with a Conditional Use Permit (CUP), alcohol sales for on-site consumption as an accessory use to eating places.

The proposed use is compatible with other nearby businesses, which include several other restaurants that sell alcohol. Three of these restaurants are nearby and are located in the same census tract as the subject business (Hanaoka, Case de Oro, and Mr Tacos). The alcohol sales are intended to cater to existing customers who wish to have an alcoholic drink with their meal. Although expected sales are minimal, the applicant has stated that adding alcohol sales will contribute to the viability of Denny's restaurant.

Alcohol Conditional Use Permits require additional information above and beyond a normal CUP. This includes additional noticing (660-foot radius including both property owners and tenants), a community meeting, distance requirements from schools, and additional conditions related to sales and times. Conditions require that alcohol sales be incidental to food service.

The community meeting was held on Friday, January 9, 2015. No participants were noted other than the owners and two representatives from the Institute for Public Strategies. 67 property owners and tenants were notified of the meeting. The same list was used as for this public hearing. Because the restaurant has at least thirty percent of

the floor area devoted to seating, the distance from schools does not apply. In this case, the nearest school (National City Junior High) is over a half-mile away, greater than the normal minimum distance of 660 feet.

### **Alcohol Sales Concentration/Location**

Per the California State Department of Alcoholic Beverage Control (ABC), there are currently four other on-sale permits issued in this census tract (122). These permits are:

| <b>Name</b>                 | <b>Address</b>     | <b>License Type*</b> |
|-----------------------------|--------------------|----------------------|
| Casa de Oro                 | 1510 Sweetwater Rd | 41                   |
| Hanaoka Japanese Restaurant | 1528 Sweetwater Rd | 41                   |
| N City Sports Lounge        | 2511 Sweetwater Rd | 48                   |
| Mr Tacos                    | 2503 Sweetwater Rd | 41                   |

- \* Type 41 - On-Sale Beer and Wine for Bona Fide Public Eating Place
- Type 48 - On-Sale General for Public Premises

Three of the other on-sale licenses are restaurants and one is a bar.

Census tract 122 is comprised of the area south and east of the golf course including Lincoln Acres and Sweetwater Road. The attached census tract map shows the location of the subject tract. ABC recommends a total of three on-sale alcohol permits be issued in this census tract, where four exist. Therefore, the census tract is considered to be over-concentrated. However, an additional license should not have any negative impacts given that the subject premises are a family restaurant and that alcohol will only be available with the sale of food.

### **Police Department comments**

Crime statistics provided by the Police Department (PD) indicate that the reporting area (Beat 23) has a current crime rate above 100%, which is below the 120% considered to be a high crime area. The crime rates are based on the entire beat, which in this case is a substantial area. Rates for a more localized area around the business would usually be significantly less.

PD provided a Risk Assessment report, which assigns points based on the type of business, license concentration, and calls for service (among others) and ranks the business according to potential risk (low, medium, or high). In this case, Denny's received a score of 13, which would indicate a low risk. Low Risk is 0-12 points; Medium Risk 13-18 points; and High Risk 19-24 points. Concerns were noted due to lack of proactive enforcement, proximity to residences, and over-concentration of alcohol licenses in the census tract.

### **Traffic**

Because the sale of alcohol would be accessory to the sale of food, no measurable increase in traffic is expected. The applicant has stated that alcohol sales are intended to add to the service offered to existing customers. Sweetwater Road in this location has a level of service (LOS) of C on a scale of A to F. The arterial street has a capacity of 40,000

average daily trips (ADT). The current ADT is 26,300; therefore, it is not expected that alcohol sales would result in an increase in ADT such that the LOS would be affected. 2030 numbers, as stated in the General Plan, show an LOS of D and an ADT amount of 32,400. Furthermore, there is no stated trip generation rate for adding alcohol sales as an accessory use to a restaurant.

### **CEQA**

The project is not considered a project under CEQA (California Environmental Quality Act); no development is proposed and the proposed use is identical to other commercial uses, which are permitted by right in the mixed-use zones. Given that there is no calculable increase in traffic and no other impacts are anticipated, staff is of the opinion that the project would not result in any physical changes to the environment.

### **Conditions of Approval**

Standard Conditions of Approval have been included with this permit, as well as conditions specific to on-sale alcohol sales per Council policy (alcohol incidental to food, hours of operation, RBSS training, etc.). The conditions are intended to reduce any potential impacts on the adjacent community.

### **Summary**

Denny's has been in business at this location for many years. No concerns have been noted regarding business operations or associated crime with regard to the business. Although the census tract in which the restaurant is located is over-concentrated with regard to on-sale alcohol licenses, the subject premises are a family restaurant where alcohol will only be available with the sale of food.

### **OPTIONS**

1. Approve 2014-24 CUP subject to the conditions listed below, based on attached findings; or
2. Deny 2014-24 CUP based on attached findings/findings to be determined by the Planning Commission; or
3. Continue the item in order to obtain additional information.

## **ATTACHMENTS**

1. Recommended Findings for Approval/Denial
2. Recommended Conditions
3. Location Map
4. Census Tract Map and Police Beat Map
5. Institute for Public Strategies comments
6. Public Hearing Notice (Sent to 67 property owners and occupants)
7. Applicant's Plans (Exhibit A, case file no. 2014-24 CUP, dated 12/17/2014)

MARTIN REEDER, AICP  
Principal Planner

BRAD RAULSTON  
Executive Director



## **RECOMMENDED FINDINGS FOR APPROVAL**

2014-24 CUP, 1904 Sweetwater Road

1. That the proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, since alcohol sales for on-site consumption are a conditionally-allowed use in the Major Mixed-Use District Zone.
2. That the proposed use is consistent with the General Plan and any applicable specific plans, since alcohol sales are permitted, subject to a Conditional Use Permit, by the Land Use Code, which is consistent with the General Plan; and since alcohol sales for on-site consumption are a conditionally-allowed use in the Major Mixed-Use District Zone.
3. That the design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, since the proposed use is an accessory use to a proposed restaurant use in an existing commercial area and the sale of beer and wine is not expected to appreciably increase traffic on National City Blvd. based on the current capacity and traffic numbers.
4. That the site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, since no expansion of the building is proposed.
5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, since the proposed use will be compatible with other nearby businesses; and since the proposed use will be subject to conditions that limit the sale of alcohol and restrict the hours that it will be available.
6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act, since staff has already determined that the proposed use is not a project per the Act.
7. That the proposed use is deemed essential and desirable to the public convenience and welfare, since it will contribute to the continued viability of a restaurant, an established and allowed use in the Major Mixed-Use District Zone.
8. That based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

**RECOMMENDED FINDINGS FOR DENIAL**

2014-24 CUP, 1904 Sweetwater Road

1. That the proposed use is not deemed essential and desirable to the public convenience and welfare, since there is already an over-concentration of on-sale alcohol licenses in census tract 122.00 in which the subject property is located.
2. The proposed use is not deemed essential and desirable to the public convenience and welfare since beer and wine are currently offered at three other restaurants within the same census tract.
3. That based on findings 1 and 2 above, public convenience and necessity will not be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

## **RECOMMENDED CONDITIONS OF APPROVAL**

2014-24 CUP, 1904 Sweetwater Road

### **General**

1. This *Conditional Use Permit* authorizes the sale of beer and wine at an existing restaurant located at 1904 Sweetwater Road. Plans submitted for permits associated with this project shall conform with Exhibit A, case file no. 2014-24 CUP, dated 12/17/2014.
2. This permit shall become null and void if not exercised within one year after adoption of the Resolution of approval unless extended according to procedures specified in the Municipal Code.
3. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer.
4. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of Conditions of Approval.
5. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Executive Director that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Executive Director prior to recordation.

### **Planning**

6. The sale of alcoholic beverages shall be limited to between the hours of 6:00 a.m. and 11:00 p.m. seven days a week.
7. All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training (or equivalent), including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.
8. The sale of alcohol shall not exceed the sale of food. With the annual renewal of the City business license, the business proprietor shall submit a statement clearly indicating total alcoholic beverage sales and total food sales. Said statement shall be subject to audit and verification by employees of the City, who are authorized to examine, audit and inspect such books and records of the license, as may be necessary in their judgment to verify that the sale of alcohol does not exceed the sale of food. All information obtained by an investigation of records shall remain confidential.
9. Alcohol shall be available only in conjunction with the purchase of food.

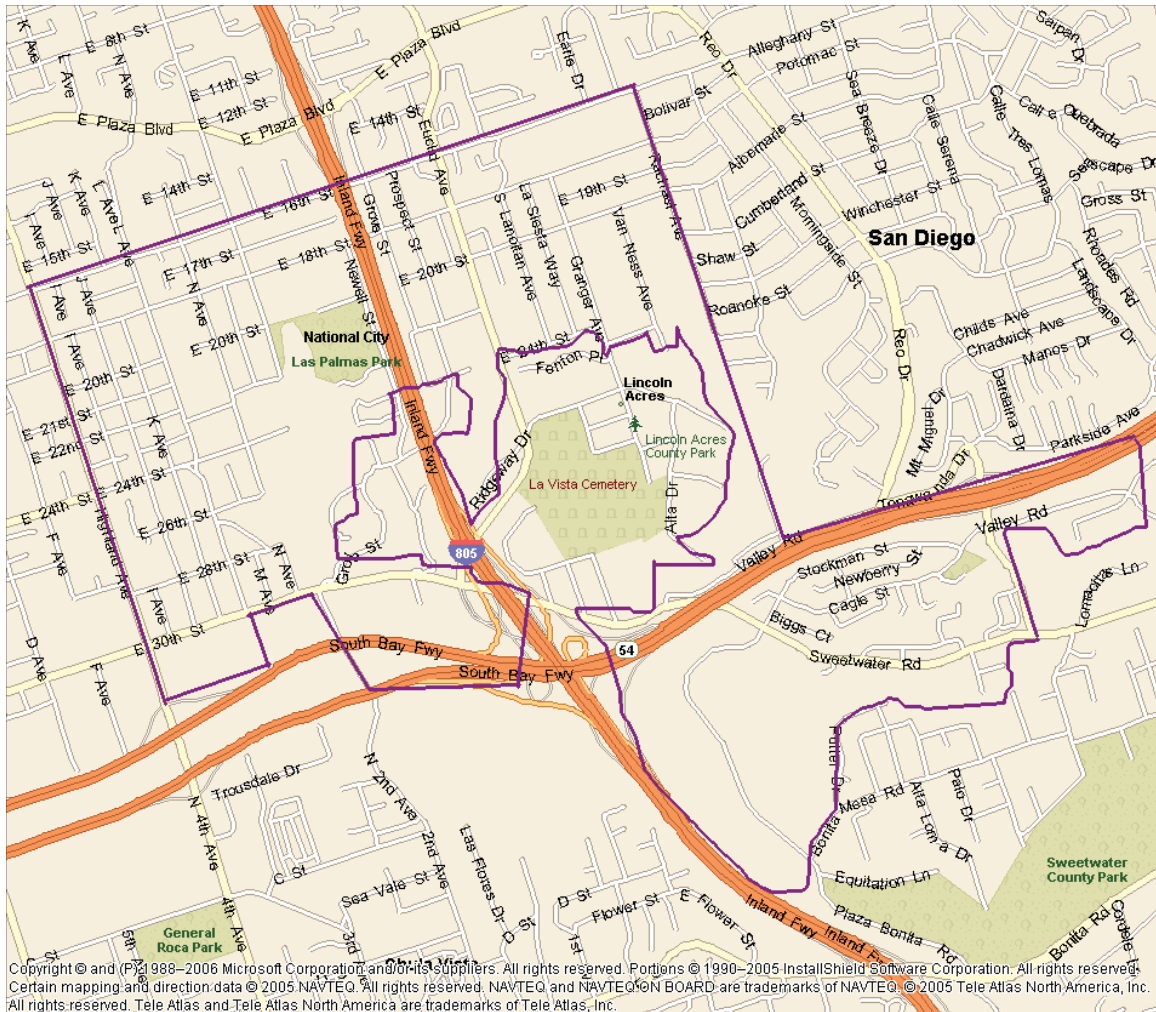
10. Beer shall only be available by the bottle and wine by the glass. No pitchers of beer or carafes of wine shall be available for purchase.
11. Exterior advertising and signs of all types, promoting or indicating the availability of alcoholic beverages, including advertising/signs directed to the exterior from within, are prohibited. Interior displays of alcoholic beverages and signs, which are clearly visible to the exterior, shall constitute a violation of this condition.

Police

12. Permittee shall comply with all regulatory provisions of the Business and Professions Code that pertain to the sale, display and marketing or merchandising of alcoholic beverages.







## City of National City Beat 23

Source: Microsoft Mappoint  
NCPD CAU, 4/18/07





## Environmental Scan For Alcohol License C.U.P.

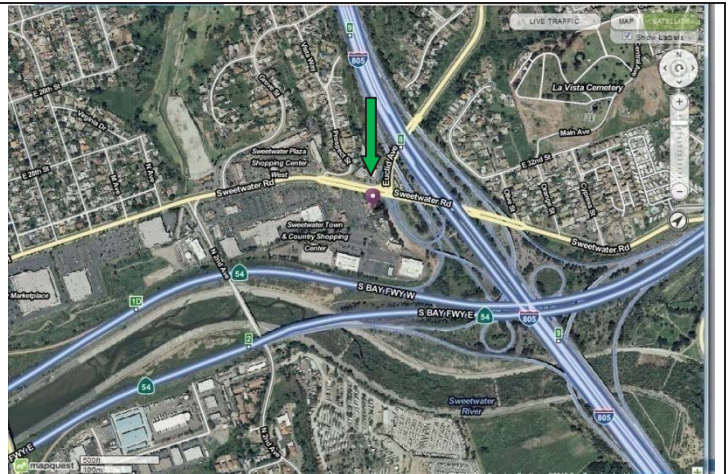
### **Denny's Restaurant**

1904 Sweetwater Road, National City, CA 91950

January 6, 2015



Photo of Denny's Restaurant in National City



Google Earth View of 1904 Sweetwater Road.  
and Surrounding Area

This environmental scan is for a Conditional Use Permit for Denny's Restaurant, located at 1904 Sweetwater Road, in National City. The business is located West of the 805 Freeway and Sweetwater Road in National City. Currently there are eight (8) active licenses issued for the Census Tract is 122. This number exceeds the census track allocation. The applicant is applying for a type 41 Liquor License to sell Beer and Wine for on-site consumption. An environmental scan was conducted on Tuesday, January 6, 2015.

The business is a Denny's Restaurant with sales of food from a menu and beverages. During a scan of the business and property the following was noted:

## Youth Sensitive Areas

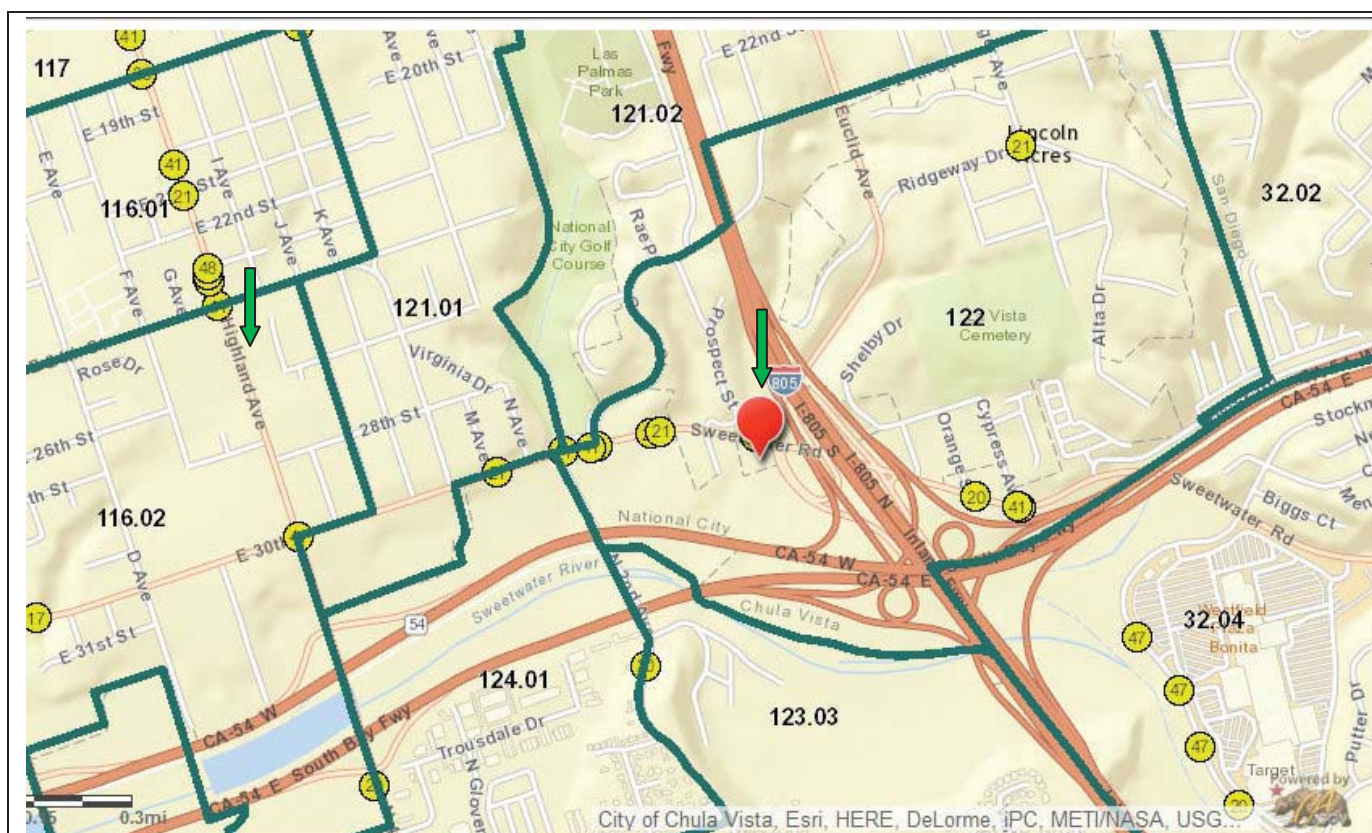
The business is not located near any youth sensitive areas.

## Churches

A Google search showed the closest church to the applicant's location is Cornerstone Church – 1914 Sweetwater Road, National City 91950 and Bible Baptist Church- 2432 E 18<sup>th</sup> Street, National City, 91950

## Outlet Density

According to the ABC, four (4) on-site licenses are authorized for Census Tract 122, the census track within the area of which the Denny's Restaurant is located. Currently there are four (4) off-sale licenses issued for the Census Tract is 122. This number exceeds the census track allocation.



on the map display the **license type** that is currently issued for it. In the event there is more than one **license type** issued, the code MU is displayed.

**Green Arrow** and **Red Pin** Depict Applicant's Location for "DENNY'S RESTAURANT"

The South Bay Community Change Project is a project of the Institute for Public Strategies and is funded by the San Diego County Health and Human Services Agency.

at 1904 Sweetwater Road, National City.

**Yellow Circles** Depict Existing Alcohol Outlets in Applicant's Census Tract and Other Nearby Census Tracts  
**Map from ABC.CA.Gov Website Showing Alcohol Outlets in National City**

### **Census Tracts**

|                                  | <b>Off-Sale</b>  | <b>On-Sale</b>                                    |
|----------------------------------|--|---|
| <b>Neighboring Census Tracts</b> |  |   |
| Tract 122                        | Allowed: 2<br>Actual: 4<br>Number Above/Below Allowable: <b>+2</b> | Allowed: 3<br>Actual: 6<br>Above/Below: <b>+3</b> |

### **Considerations**

South Bay Community Change staff attended the community meeting on Friday, January 9, 2015 and spoke with the owner, Michael W. Manos in regards to the alcohol license. Mr. Manos agreed to limit the hours of the alcohol sales by not selling after 11:00 p.m. Beer will only be sold in individual servings.

**RESOLUTION NO. 2015-04**

**A RESOLUTION OF THE PLANNING COMMISSION OF  
THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING A  
CONDITIONAL USE PERMIT FOR BEER AND WINE SALES  
AT DENNY'S RESTAURANT LOCATED IN  
SWEETWATER CROSSING SHOPPING CENTER.  
CASE FILE NO. 2014-24 CUP  
APN: 563-231-36**

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for beer and wine sales at Denny's Restaurant located in Sweetwater Crossing Shopping Center. at a duly advertised public hearing held on February 9, 2015, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2014-24 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and,

WHEREAS, the action recited herein is found to be essential for the preservation of public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on February 9, 2015, support the following findings:

1. That the proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, since alcohol sales for on-site consumption are a conditionally-allowed use in the Major Mixed-Use District Zone.
2. That the proposed use is consistent with the General Plan and any applicable specific plans, since alcohol sales are permitted, subject to a Conditional Use Permit, by the Land Use Code, which is consistent with the General Plan; and since alcohol sales for on-site consumption are a conditionally-allowed use in the Major Mixed-Use District Zone.
3. That the design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity,



since the proposed use is an accessory use to a proposed restaurant use in an existing commercial area and the sale of beer and wine is not expected to appreciably increase traffic on National City Blvd. based on the current capacity and traffic numbers.

4. That the site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, since no expansion of the building is proposed.
5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, since the proposed use will be compatible with other nearby businesses; and since the proposed use will be subject to conditions that limit the sale of alcohol and restrict the hours that it will be available.
6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act, since staff has already determined that the proposed use is not a project per the Act.
7. That the proposed use is deemed essential and desirable to the public convenience and welfare, since it will contribute to the continued viability of a restaurant, an established and allowed use in the Major Mixed-Use District Zone.
8. That based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

BE IT FURTHER RESOLVED that the application for Conditional Use Permit is approved subject to the following conditions:

#### General

1. This *Conditional Use Permit* authorizes the sale of beer and wine at an existing restaurant located at 1904 Sweetwater Road. Plans submitted for permits associated with this project shall conform with Exhibit A, case file no. 2014-24 CUP, dated 12/17/2014.
2. This permit shall become null and void if not exercised within one year after adoption of the Resolution of approval unless extended according to procedures specified in the Municipal Code.
3. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer.
4. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of Conditions of Approval.

5. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Executive Director that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Executive Director prior to recordation.

#### Planning

6. The sale of alcoholic beverages shall be limited to between the hours of 6:00 a.m. and 11:00 p.m. seven days a week.
7. All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training (or equivalent), including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.
8. The sale of alcohol shall not exceed the sale of food. With the annual renewal of the City business license, the business proprietor shall submit a statement clearly indicating total alcoholic beverage sales and total food sales. Said statement shall be subject to audit and verification by employees of the City, who are authorized to examine, audit and inspect such books and records of the license, as may be necessary in their judgment to verify that the sale of alcohol does not exceed the sale of food. All information obtained by an investigation of records shall remain confidential.
9. Alcohol shall be available only in conjunction with the purchase of food.
10. Beer shall only be available by the bottle/glass and wine by the glass. No pitchers of beer or carafes of wine shall be available for purchase.
11. Exterior advertising and signs of all types, promoting or indicating the availability of alcoholic beverages, including advertising/signs directed to the exterior from within, are prohibited. Interior displays of alcoholic beverages and signs, which are clearly visible to the exterior, shall constitute a violation of this condition.



Police

12. Permittee shall comply with all regulatory provisions of the Business and Professions Code that pertain to the sale, display and marketing or merchandising of alcoholic beverages.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of February 9, 2015, by the following vote:

AYES: Garcka, Baca, Pruitt, Bush, Alvarado, Flores, Dela Paz

NAYS: None

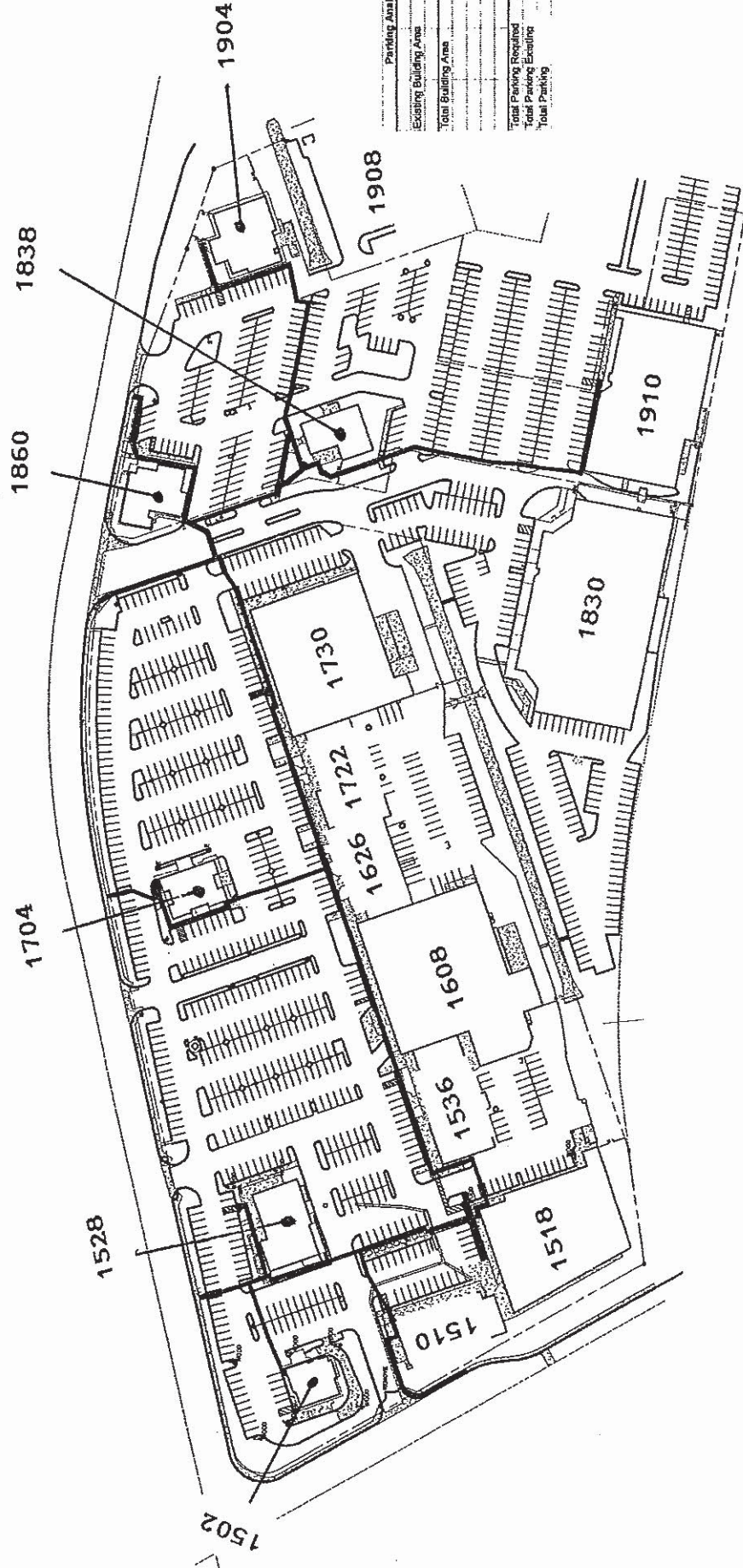
ABSENT: None

ABSTAIN: None



CHAIRPERSON

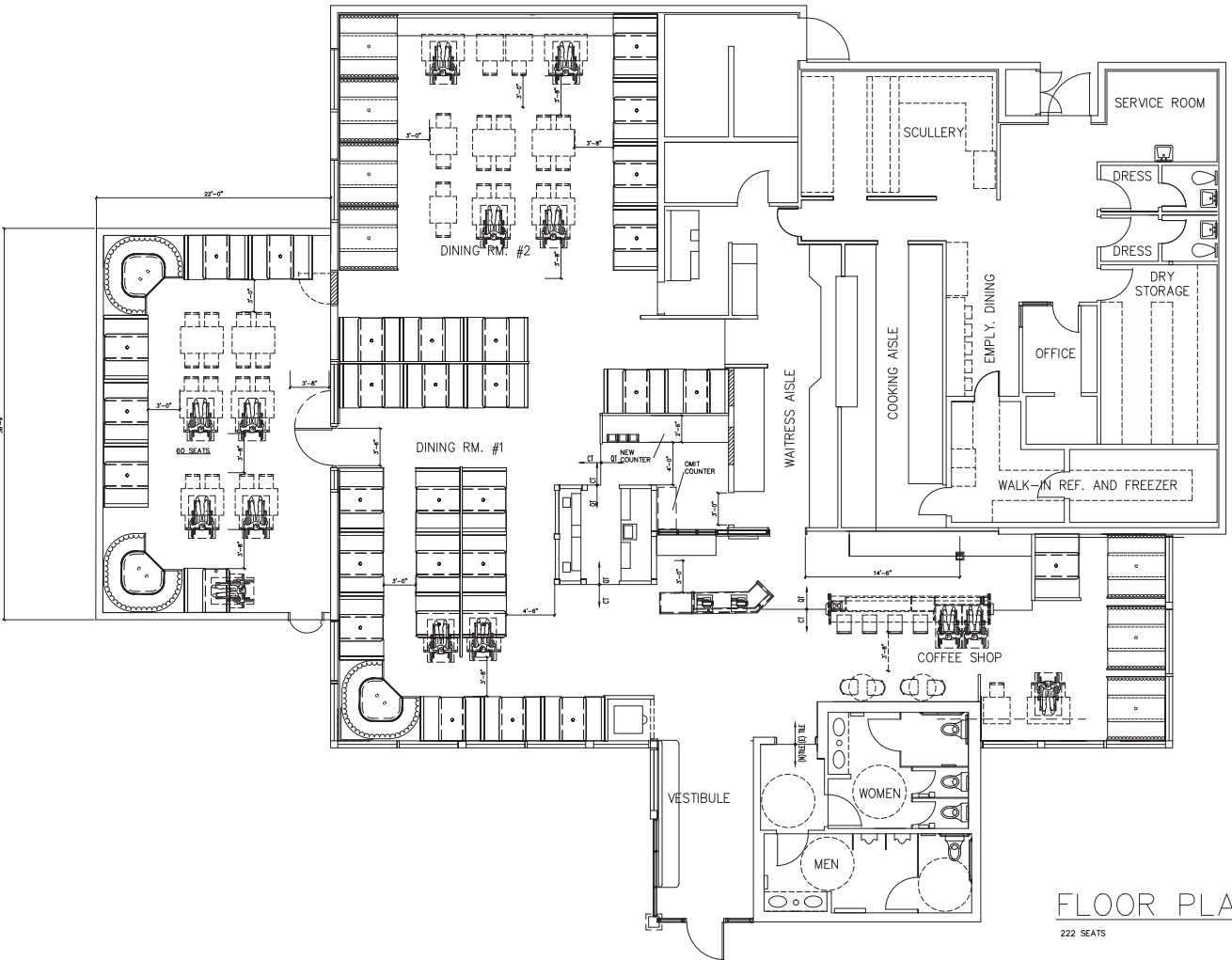
# SWEETWATER TOWN & COUNTRY SHOPPING CENTER



| Parking Analysis       |         |
|------------------------|---------|
| Existing Building Area | 165,464 |
| Total Building Area    | 185,484 |
| Total Parking Required | 827     |
| Total Parking Existing | 1,000   |
| Total Parking          | 1,185   |

**SITE PLAN**

RENOVATED 2006



FLOOR PLAN  
222 SEATS





The following page(s) contain the backup material for Agenda Item: City of National City Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2014. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** March 3, 2015

**AGENDA ITEM NO.**

**ITEM TITLE:**

City of National City Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2014.

**PREPARED BY:** Javier Carcamo, Financial Services Officer

**DEPARTMENT:** Finance

**PHONE:** (619) 336-4331

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

Transmitted herewith is the City of National City's Comprehensive Annual Financial Report for the fiscal year ended June 30, 2014 prepared by the City's external auditors, Pun & McGeady, LLP.

The report includes all agencies under the control of the City Council, as well as the Successor Agency to the Community Development Commission as the National City Redevelopment Agency.

The auditors have conducted their examination of the financial statements in accordance with generally accepted auditing standards and expressed an unmodified ("clean") opinion of those statements.

The Comprehensive Annual Financial Report has been posted on the City's website. Copies may also be viewed in the City Clerk's Office or the National City Public Library.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

NA

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:** INTRODUCTION: ☐

**FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Accept and file the City of National City Comprehensive Annual Financial Report for the Fiscal Year ended June 30, 2014.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

The Comprehensive Annual Financial Report as of June 30, 2014 is available on the City's website. Hard copies are available in the City Clerk's Office and the City Library.



The following page(s) contain the backup material for Agenda Item: City of National City's Single Audit Report on Federal Awards for the Fiscal Year Ended June 30, 2014. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** March 3, 2015

**AGENDA ITEM NO.**

**ITEM TITLE:**

City of National City's Single Audit Report on Federal Awards for the Fiscal Year Ended June 30, 2014.

**PREPARED BY:** Javier Carcamo, Financial Services Officer

**DEPARTMENT:** Finance

**PHONE:** (619) 336-4331

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

Transmitted herewith is the City of National City's Single Audit Report on Federal Awards for the fiscal year ended June 30, 2014 prepared by the City's external auditors, Pun & McGeady, LLP

The report includes all agencies under the control of the City Council.

The auditors have conducted their examination of the financial statements in accordance with generally accepted auditing standards and expressed an unmodified ("clean") opinion of those statements.

The Single Audit Report has been posted on the City's website. Copies may also be viewed in the City Clerk's Office or the National City Public Library.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

NA

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:** INTRODUCTION:

☐

**FINAL ADOPTION:**

☐

**STAFF RECOMMENDATION:**

Accept and file the City of National City's Single Audit Report on Federal Awards for the Fiscal Year ended June 30, 2014.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

The Single Audit Report on Federal Awards for the Fiscal Year Ended June 30, 2014 is available on the City's website. Hard copies are available in the City Clerk's Office and the City Library.

The following page(s) contain the backup material for Agenda Item: Transfer of \$2,000,000 investment from Neighborhood National Bank Certificate of Deposit Account Registry Service ("CDARS") deposit to portfolio managed by Chandler Asset Management. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** March 3, 2015

**AGENDA ITEM NO.**

**ITEM TITLE:**

Transfer of \$2,000,000 investment from Neighborhood National Bank Certificate of Deposit Account Registry Service ("CDARS") deposit to portfolio managed by Chandler Asset Management.

**PREPARED BY:** Mark Roberts, Director of Finance

**DEPARTMENT:** Finance

**PHONE:** 619-336-4265

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

The City of National City deposited \$2 million in a CDARS account through Neighborhood National Bank in September 2007, and the principal has been reinvested in a Neighborhood National Bank CDARS account upon each maturity since. The current investment, which has provided a return of .60%, matures March 5, 2015. Neighborhood National Bank is no longer a member of the CDARS network, however, and no other bank with a branch in National City is a member of the network.

The City's investment policy, City Council Policy # 203, delegates authority to manage the City's cash and investments to the Director of Finance and/or Financial Services Officer, and following analysis of the investment options available to the City and the recent historical performance of the various portions of the City's portfolio, the Director of Finance has determined that, upon maturity, this investment will be transferred to the portfolio managed by CAM, as it has outperformed the City's other investments, except the FNMA note, over the past year and is expected to continue to do so. It should be noted, however, that past performance is not necessarily indicative of future results.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

At the most recently available purchase yield to maturity rate, .71%, the additional investment would return approximately \$13,000, net of fees, over the next year.

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:**    **INTRODUCTION:** ☐    **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Accept and file this report.

**BOARD / COMMISSION RECOMMENDATION:**

NA

**ATTACHMENTS:**

Supplemental explanation page

Transfer of \$2,000,000 investment from Neighborhood National Bank Certificate of Deposit Account Registry Service ("CDARS") deposit to portfolio managed by Chandler Asset Management (continued)

March 3, 2015

The City of National City's investment policy, which is in conformance with federal, state, and other legal requirements, including the California Government Code, permits the investment of City funds in various securities and instruments. To the extent authorized by the investment policy and directives of the City, the City maintains a diverse portfolio, including investments in the State of California's Local Agency Investment Fund ("LAIF"), the San Diego County Treasurer's Pooled Money Fund, a Federal National Mortgage Association ("FNMA") note, the CDARS, and the portfolio managed by Chandler Asset Management ("CAM").

For reference, rates/yields as of January 31, 2015 for each of the City's current investments is provided below:

|                                    |        |
|------------------------------------|--------|
| CDARS CD                           | .60%;  |
| CAM                                | .65%;  |
| San Diego County Pooled Money Fund | .50%;  |
| FNMA Note                          | 2.00%; |
| LAIF                               | .26%.  |

The following page(s) contain the backup material for Agenda Item: Update on Construction of the Waterfront Adventure Center (formerly known as the Aquatic Center) and seeking City Council direction to issue a Request For Proposals (RFP) for a “Maintenance and Operating Agreement” or “Sub-lease” with the most qualified o



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** March 3, 2015

**AGENDA ITEM NO.**  

**ITEM TITLE:**

Update on Construction of the Waterfront Adventure Center (formerly known as the Aquatic Center) and seeking City Council direction to issue a Request for Proposals (RFP) for a "Maintenance and Operating Agreement" or "Sub-lease" with the most qualified operator.

**PREPARED BY:** Audrey Denham

**DEPARTMENT:** Community Services

**PHONE:** 619-336-4243

**APPROVED BY:** 

**EXPLANATION:**

See attached background report.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**  

N/A

**APPROVED:** \_\_\_\_\_ Finance

**APPROVED:** \_\_\_\_\_ MIS

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:  

FINAL ADOPTION:  

**STAFF RECOMMENDATION:**

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Background Report
2. RFP Outline and Timeline

## Background Report

Update on Construction of the Waterfront Adventure Center (formerly known as the Aquatic Center) and seeking City Council direction to issue a Request for Proposals (RFP) for a "Maintenance and Operating Agreement" or "Sub-lease" with the most qualified operator.

In 2004, it became a community goal to offer a public facility providing access to the waterfront. The City of National City and San Diego Unified Port District has been working closely together to realize this community goal. Temporary facilities were placed on the Pepper Park parking lot in 2004 and the YMCA of San Diego County-South Bay (YSB) has operated programs there since that time. The facility provides recreational aquatic, safety, and environmental programs for youth throughout the South Bay.

The current agreement between the CDC and the YSB is for the two temporary facilities located in bungalows in the parking lot. City staff has been working with YSB staff on planning and construction of the new facility. The City has no legal obligation to the YSB for operation of the new facility. The current agreement states "The CDC reserves the right to procure competitive proposals to operate the Aquatic Center if a new facility is built." Based on the current construction schedule, it is anticipated that operations in the new facility would commence in fall of 2015. City staff is requesting direction for a long term Maintenance and Operating Agreement for the new facility currently under construction.

A new, 4,700 square foot, 16 to 22 foot high permanent facility is currently under construction. The new building contains office and reception rooms, locker rooms, watercraft storage, restrooms for center users, an indoor/outdoor classroom, separate office, janitorial area, a mechanical/electrical room, security walls, fencing, and lighting.

In addition to the ongoing programs, the proposed Waterfront Adventure Center would be available for special activities such as camps, special events, and environmental education. All of the activities at the site would take place as part of an organized program. No unsupervised watercraft use is permitted due to regulations from other environmental agencies.

The new Waterfront Adventure Center is scheduled for completion in the summer/fall of 2015 based on the most recent construction schedule provided by the general

contractor

### Funding and Future Costs

Funding for the project is nearly complete. The Community Development Commission (CDC, former redevelopment agency) issued bonds in 2011 to construct the project. That funding was dissolved by the State of California and the San Diego Unified Port District (SDUPD) agreed to transfer \$3.1 million of previously approved National City public improvement funding to the Waterfront Adventure Center.

Last October, an additional \$500,000 in SDUPD CIP funds were approved that should provide sufficient resources to complete the construction. Additional funds have not been identified to cover possible future construction contract change orders, public art, and FF&E (furniture, fixtures and equipment) for the facility.

The project team will continue to manage change orders and seek necessary funding if necessary. SDUPD and City staff is working with ARTS to satisfy the public art requirement without impact to the City's General Fund. If City Council follows staff recommendation, then it is anticipated that the party contracted to operate the Waterfront Adventure Center will have the capital resources available to fund and install a majority of the FF&E costs which are estimated at \$100,000-\$250,000.

### Staff Recommendation

Issue a Request for Proposals (RFP) for operators that would provide greatest public benefit. Potential operators must show financial sustainability including resources to complete FF&E expenses. Proposals must explain the public benefit and emphasize National City youth access to the programs and the waterfront. Based on direction from City Council, RFP must be expedited to ensure operations will commence after construction is completed. Please see attached RFP outline and timeline.

### Other Options

- Negotiate directly with YSB or other qualified operator
- Request budget appropriation to operate facility with city staff.  
(Preliminary estimate- \$250,000 ongoing expenses/\$150,000 capital expenses)

## RFP Outline and Timeline

### Summary

The City of National City is seeking proposals from qualified operators for the "Waterfront Adventure Center", a boat house/aquatic center currently under construction in the National City Marina District. The new, 4,700 square foot, 16 to 22 foot high permanent facility is currently under construction with a completion date scheduled for summer/fall of 2015. The new building contains office and reception rooms, locker rooms, watercraft storage, restrooms for center users, an indoor/outdoor classroom, separate office, janitorial area, a mechanical/electrical room, security walls, fencing, and lighting.

### Qualified bidders must demonstrate:

**Financial Sustainability-** Operators must demonstrate financial viability to maintain the facility during the term of the agreement and capital resources to complete furniture, fixtures, and equipment (FF&E) prior to completion of construction.

**Collaboration-** Operators should promote partnerships that provide maximum access and use of the facility. Specific details in the proposal should include access and days of use for the City of National City and other local community partners.

**Community Service-** Operators must focus their proposal on community benefits and customer service. National City youth and other residents should be given special preference and details of those benefits must be addressed in the proposal.

### Key Dates

March 3- Council Report and Authorization of RFP

March 18- Release Request For Proposals (RFP)

April 7- Deadline for Receipt of RFPs

### EVALUATION AND STAFF REPORT

May 5- Recommendation to City Council

The following page(s) contain the backup material for Agenda Item: Update on the partnership with the YMCA of San Diego County-South Bay (YSB) and request council direction regarding management and operation of the National City Municipal Pool and Camacho Gym Recreation Center located in Las Palmas Park. (Community Servi

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** March 3, 2015

**AGENDA ITEM NO.** \_\_\_\_\_

**ITEM TITLE:**

Update on the partnership with the YMCA of San Diego County-South Bay (YSB) and request council direction regarding management and operation of the National City Municipal Pool and Camacho Gym Recreation Center located in Las Palmas Park.

**PREPARED BY:** Audrey Denham

**DEPARTMENT:** Community Services

**PHONE:** 619-336-4243

**APPROVED BY:** 

**EXPLANATION:**

See attached staff report.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.** N/A

**APPROVED:** \_\_\_\_\_ **Finance**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION: ☐

FINAL ADOPTION: ☐

**STAFF RECOMMENDATION:**

See attached recommendation

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Staff Report



**Staff Report**

Update on the partnership with the YMCA of San Diego County-South Bay (YSB) and request council direction regarding management and operation of the National City Municipal Pool and Camacho Gym Recreation Center located in Las Palmas Park.

**Background**

On February 16, 2015, City staff was informed by YSB leadership that the YSB could no longer partner with the City to operate the Municipal Pool and Camacho Gym Recreation Center. The YSB is unable to sustain programs at the facilities due to lack of revenue from programs/membership and unforeseen costs.

In 2013, the City and the YSB negotiated a maintenance and operating agreement for the Municipal Pool and Camacho Gym Recreation Center. City Council approved the operating agreement which estimated that the City would save approximately \$613,840 in FY13-14. Those ongoing costs were transferred to the YMCA with the plan of supporting the expenses by increasing revenue through fundraising and improved programming.

On July 22, 2014 the City received a termination notice from the YSB which allowed them to vacate the facilities and cease operations on February 1, 2015. In response to that termination notice, the YSB approached the City with plans to continue operating the Municipal Pool and Camacho Gym Recreation Center provided the City contributed more funding to the operations and maintenance of the facilities and programs. The YSB and City worked together to develop three modified options for the operation of the Las Palmas Pool and Camacho Gym Recreation Center.

On December 2, 2014, City Council voted to support an option that continued partnering with the YSB and pilot a five month summer schedule with an additional City subsidy of approximately \$300,000 through a modification of the existing operating agreement. Staff had been working with YSB to draft modifications to the agreement with the updated terms until the February 16, 2015 notice from YSB to not move forward.

## **Staff Recommendation**

### Camacho Gym Recreation Center

Staff recommends the City assume responsibility for the Camacho Gym Recreation Center with an opening on June 1, 2015. June operation costs of \$14,600 are anticipated to be covered by cost savings in the Community Services and Public Works budget. Staff to include costs related to personnel, operations and maintenance in the FY15-16 budget for council consideration. Details are provided below.

#### **Other Options:**

- Research qualified organizations to operate the gym and determine process for contracting.
- Close Camacho Gym Recreation Center.

### Las Palmas Pool

Staff recommends not opening the Las Palmas Pool for the 2015 summer/fall season in order to do a comprehensive study on deferred maintenance. Staff will then present options for council direction to address deferred maintenance and possible operating scenarios.

#### **Other Options:**

- Research qualified organizations to operate the pool and determine process for contracting.

## **Analysis**

### Camacho Gym Recreation Center

City staff estimate the Camacho Gym Recreation Center requires 3 FTE to operate, which includes a full-time Recreation Center Supervisor and several part-time recreation staff. Center hours would be dependent on community need and actual use. Staff can open the gym on June 1, 2015. FY14-15 costs for the month of June would be absorbed in the current Community Services and Public Works budgets. Council would consider the FY15-16 budget for the Camacho Gym Recreation Center during the budget process. Minor and deferred maintenance such as plumbing, painting, and flooring would be completed from March to May and cost approximately \$40,000. These maintenance costs would be paid for from the balance of the deferred maintenance allowance remitted by the YSB.

**Estimated FY14-15 Operating Costs (June):**

|                                     |          |
|-------------------------------------|----------|
| Full-time Salaries                  | \$5,800  |
| Part-time Salaries                  | \$3,600  |
| Supplies                            | \$1,000  |
| Internal Service Charges (Building) | \$4,200  |
| TOTAL                               | \$14,600 |

**Estimated FY15-16 Annual Operating Costs:**

|                                     |           |
|-------------------------------------|-----------|
| Full-time Salaries                  | \$64,600  |
| Part- time Salaries                 | \$41,000  |
| Supplies                            | \$5,000   |
| Internal Service Charges (Building) | \$50,000  |
| TOTAL                               | \$160,600 |

**Las Palmas Pool**

City staff is in the process of determining deferred maintenance costs for Las Palmas Pool. Initial research shows it would cost approximately \$500,000 in deferred maintenance to open the pool to the public. This includes replacing electrical equipment, gas re-piping, replacing domestic hot water boilers, repairing the deck drain, and lighting. Additional cost could be needed to cover infrastructure needs such as upgrading transformers, undergrounding utility lines, and other code issues.

The original agreement with YSB provided the YSB with \$250,000 allowance to remediate some of the deferred maintenance items. To date the YSB has not provided an accounting of those expenses, however it is anticipated that approximately \$180,000 of fund balance remains. Once the detailed accounting of expenses is received it will be audited by City staff and the YSB will remit the remaining deferred maintenance funds to the City.

Significant additional capital would be needed to bring the entire pool facility up to modern standards. A conceptual plan was developed with the YSB several years ago to rebuild a full-service recreational facility that would connect the gym and pool and add a wellness center and other new facilities. The estimated cost of that facility was \$8-\$10 million. There is no conceptual plan for replacing just the pool house which includes offices, storage, lockers, showers, bathrooms, and other facilities. A needs assessment

and facilities plan should be performed to provide specific details and options for future capital needs.

Ongoing costs of approximately \$12,500 per month are required to maintain the pool when it is not open to the public; minimal maintenance costs include electric, water, and chemicals. For the remainder of FY14-15 the cost to the City is about \$50,000; staff is working to determine if these costs can be covered in the existing Public Works budget. For FY15-16 annual costs to maintain the pool at a minimum while it's closed is \$200,000. In order to operate the pool and open for public use it is estimated to cost \$600,000 annually.

If the City Council directs staff to operate the pool it is estimated that a 6 month timeframe would be needed to recruit and hire the needed lifeguards and other staff members. It is not possible to open the pool to the public for the summer season because of the deferred maintenance issues and timeframe need for staffing.

The following page(s) contain the backup material for Agenda Item: Request authorization by the Mayor, on behalf of City Council, for a letter in support of the San Diego Community Garden Network's plans to partner with the City and create a network of urban agriculture in National City. (Community Services)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** March 3, 2015

**AGENDA ITEM NO.** \_\_\_\_\_

**ITEM TITLE:**

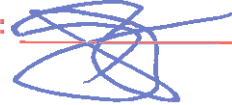
Request authorization by the mayor, on behalf of City Council, for a letter in support of the San Diego Community Garden Network's plans to partner with the City and create a network of urban agriculture in National City.

**PREPARED BY:** Audrey Denham

**DEPARTMENT:** Community Services

**PHONE:** 619-336-4243

**APPROVED BY:** \_\_\_\_\_



**EXPLANATION:**

See attached staff report.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.** N/A

**APPROVED:** \_\_\_\_\_ Finance

**APPROVED:** \_\_\_\_\_ MIS

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION: ☐

FINAL ADOPTION: ☐

**STAFF RECOMMENDATION:**

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Staff Report
2. Letter of Support



**Staff Report**

Request authorization by the mayor, on behalf of City Council, for a letter in support of the San Diego Community Garden Network's plans to partner with the City and create a network of urban agriculture in National City.

**Summary**

The San Diego Community Garden Network (SDCGN) seeks to develop urban agriculture in National City and increase the production and distribution of locally grown food to benefit the well-being of National City residents. SDCGN is pursuing funding to support these efforts and a letter of support from City Council will assist them with winning grant funds. SDCGN and City staff are negotiating a Memorandum of Understanding (MOU) to be brought to City Council for approval in early April. A Maintenance and Operating Agreement will be required and approved by City Council for each urban agriculture site.

**Background**

To encourage healthier living, it has been a long-time goal of the City to increase urban agriculture. Per the National City Plan, adopted in 2011, the City has a desire to increase the production and distribution of locally grown food within the community, as a means to improve access to healthy food and the quality of life for the City's residents. Finding a community partner that is capable of building and sustaining various models of urban agriculture throughout National City has proven difficult. The partnership with Olivewood Gardens is extremely beneficial for the community and they are a great City partner; however, they are committed to focusing their resources onsite and are not expanding operations beyond the Olivewood Gardens facility.

SDCGN, a 501c3, has worked with many municipalities, including developing agreements with more than fifteen cities in San Diego County over the years. The SDCGN mission is to help create, support and grow community gardens that enrich neighborhoods by enhancing food security, promoting a sustainable environment and fostering community based educational opportunities and community building. SDCGN focuses on developing long-term partnerships to create community gardens that meet these goals through service-learning projects, workforce capacity building, and through intergenerational and multicultural outreach.

SDCGN seeks to partner with the City to develop urban agriculture in National City and increase the production and distribution of locally grown food to benefit the well-being of National City residents. SDCGN is creating a network of local partners such as

Olivewood Gardens, National City School District, Sweetwater Union High School District, National City Chamber of Commerce, A Reason To Survive (ARTS), Supervisor Greg Cox's Office, Paradise Valley Hospital, Paradise Village, Stein Family Farm and other local businesses. SDCGN is pursuing funding to turn the City's vision of urban agriculture into a reality. A letter of support from City Council will assist SDCGN with winning grant funds. This letter of support is preceding an MOU and operating agreements with SDCGN; which are currently being negotiated and will be brought to City Council for approval in early April. A Maintenance and Operating Agreement will be required and approved by City Council for each urban agriculture site that is developed.

**Staff Recommendation**

Authorize the Mayor, on behalf of City Council, to sign the attached letter in support of the San Diego Community Garden Network's plans to partner with the City and create a network of urban agriculture in National City.



February 21, 2015

To Whom It May Concern:

This letter is intended to support fundraising activities by the San Diego Community Garden Network (SDCGN), a non-profit located in the City of San Diego, for the purposes of funding sustainable community development in the City of National City.

Specifically, SDCGN is seeking to develop a system of urban agriculture venues within National City in partnership with the Department of Community Development. These sites include but are not limited to: Fire Station 31, El Toyon Park, Paradise Creek and Kimball Park. The partnership between SDCGN and Community Development is in the process of negotiation, including a Memorandum of Understanding, followed by an Operating Agreement, both pending City Council approval. This letter hopes to pave the way for funding these projects in parallel with the appropriate administrative processes.

In building and establishing these agricultural venues, SDCGN is standing on solid general plan principles as it seeks to increase the production and distribution of locally grown food to benefit the well-being of National City residents. It is well-known that increased physical activity (gardening), eating fresh fruits and vegetables can help reduce the prevalence of obesity, diabetes mellitus, cardiovascular disease and cancer. By establishing urban agriculture zones at these National City venues, SDCGN is improving the health and well-being of National City residents by encouraging healthier living, more opportunities for physical activity, reducing the prevalence of disease and increasing social and cultural connectedness.

Though the partnership between National City and SDCGN is new, SDCGN has an impressive track record working with municipalities, including developing agreements with more than fifteen cities in the County over the years. Integral to the success of this project are partnerships with many other National City businesses, including: A Reason To Survive (ARTS), National City School District, Olivewood Gardens, National City Chamber of Commerce, Supervisor Greg Cox's Office, Paradise Valley Hospital, Paradise Village, Sweetwater Union High School District, and Stein Family Farm, to name a few.

I support SDCGN's work in National City, which has operated as a non-profit since 2011, currently oversees a network of over 80 community gardens throughout the County of San Diego, and is a collaborative partner with our community development department.

Sincerely,

Ron Morrison  
Mayor, City of National City

The following page(s) contain the backup material for Agenda Item: Request for direction regarding City Council priorities for the City of National City's Fiscal Year 2016 budget. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** March 3, 2015

**AGENDA ITEM NO.**

**ITEM TITLE:**

Request for direction regarding City Council priorities for the City of National City's Fiscal Year 2016 budget.

**PREPARED BY:** Mark Roberts, Director of Finance

**DEPARTMENT:** Finance

**PHONE:** 619-336-4265

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

At its regular meeting on Tuesday, February 3, 2015, City Council was presented the schedule for the development of the Fiscal Year 2016 budget for the City of National City and approved the dates recommended by staff for budget workshops to be held on April 28, 2015 and May 26, 2015 and a strategic planning workshop to be held March 24, 2015, all of which are Tuesdays. During the meeting, staff informed Council of its plan to formally request direction regarding its budget priorities consistent with the City's Strategic Plan in advance of the first budget workshop, a change from prior budgeting practice. Staff brings this agenda item forward to request said direction.

Examples of the type of direction sought include, but are not limited to, capital projects; reserve funding; public programs, services, or initiatives; and staffing.

For reference, staff is providing the current Strategic Plan document, which was updated during the development of the City's Fiscal Year 2014 budget and adopted on June 18, 2013.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

NA

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:**    **INTRODUCTION:** ☐    **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

NA

**BOARD / COMMISSION RECOMMENDATION:**

NA

**ATTACHMENTS:**

2014-2018 Strategic Plan



# **2013-2018 Proposed Strategic Plan**







## **5 Objectives**

### ***Provide Quality Services Achieve Fiscal Sustainability Improve Quality of Life Enhance Housing and Community Assets Promote a Healthy Community***

#### **2013 Proposed Objective #1- Provide Quality Services**

- a) Practice the five core values (Commitment, Customer Service, Courtesy, Communication, and Collaboration) with our diverse customer base.
- b) Align workforce with City's objectives and provide training and support necessary to fully develop employees.
- c) Expand public access to City services and information, including Legislative platform consistent with City Council policy.
- d) Pursue public safety goals and objectives and enhance disaster preparedness (Police, Fire, Emergency Medical Services, Homeland Security).
- e) Analyze internal processes for efficiency and implement technology solutions where feasible.

#### **2013 Proposed Objective #2- Achieve Fiscal Sustainability**

- a) Prepare effective budget, accurately forecast funding sources, manage investments wisely, provide consistent financial reports, maintain clean audits, resolve findings/deficiencies in a timely manner, and update finance and budget policies.
- b) Prepare a 3 year operating plan that prioritizes service and staffing levels in preparation for sunset of district tax.
- c) Establish economic development programs to retain existing businesses and stimulate new investments.
- d) Fund replacement reserves, or create financing plans, for fleet, facilities and other City assets.
- e) Build cooperative partnerships with community organizations, schools, and other public agencies in the efficient and cost effective delivery of services.



### **2013 Proposed Objective #3- Improve Quality of Life**

- a) Implement Neighborhood Action Plans and continue amortization efforts by working with residents to prioritize projects.
- b) Pursue green initiatives and build a sustainable city.
- c) Help organize community events and support social gatherings that benefit the total community.
- d) Update sign ordinance to improve community character and draw attention to important gateways, corridors and intersections.
- e) Support Pier 32 (GB Capital Holdings) expansion plans and work with San Diego Unified Port District and its tenants to fund public process and public improvements.

### **2013 Proposed Objective #4- Enhance Housing and Community Assets**

- a) Continue providing housing opportunities at all income levels and develop programs to improve existing conditions.
- b) Relocate the public works yard to utilize the existing site for a neighborhood park and affordable family housing (Westside Infill Transit Oriented Development: WI-TOD or Paradise Creek Project).
- c) Maintain and improve City's infrastructure and find alternative funding to construct public facilities, park improvements, and other capital needs.
- d) Preserve and promote historic resources and cultural assets.
- e) Administer real property assets to achieve the City's long term goals.

### **2013 Proposed Objective #5- Promote a Healthy Community**

- a) Expand opportunities for walking and biking through the development of Community Corridors and Safe Routes to Schools consistent with the National City General Plan and Bicycle Master Plan.
- b) Continue to provide affordable City programs, activities and services that are accessible for all users, including individuals with disabilities (Americans with Disabilities Act).
- c) Enhance neighborhood services programs such as graffiti abatement, parking enforcement, and code enforcement.
- d) Create an Environmental Compliance division that serves as a single point of contact for environmental issues and inform the public about new programs and policies.
- e) Advance National City wellness programs for youth, families, seniors and City employees that encourage a healthy lifestyle.